

CITY COUNCIL
Alma Hernandez, Mayor
Jenalee Dawson, Mayor Pro Tem
Amit Pal, Councilmember
Parise Shepherd, Councilmember
Princess Washington, Councilmember



CITY COUNCIL MEETING

A G E N D A
REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND SUISUN CITY HOUSING AUTHORITY
TUESDAY, MAY 26, 2026
6:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

MEETINGS ARE HELD IN-PERSON, PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: <https://zoom.us/join>
MEETING ID: 867 9646 0354
CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 827)
(Next City Council Res. No. 2026 – 65)
Next Suisun City Council Acting as Successor Agency Res. No. SA2026 - 04)
(Next Housing Authority Res. No. HA2026 – 04)

CALL TO ORDER

Mayor Hernandez

ROLL CALL

Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

CLOSED SESSION REPORT

Announcement of Actions Taken, if any in Closed Session.

APPROVAL OF REORDERING OF AGENDA

CONFLICT OF INTEREST NOTIFICATION

(Any items on the regular meeting agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS (Informational items only.)

1. City Manager Update - (Prebula: Bprebula@suisun.com).
2. City Attorney Report - (Enright).

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

COUNCIL COMMENTS

(Comments are limited to no more than 3 minutes)

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

3. Council Adoption of Resolution No. 2026-___: Authorizing the City Manager to Execute a Construction Contract with Frontline General Engineering Construction for Phase 2 of the Montebello Vista Park Revitalization Project and Rejecting All Bids Received in Response to the Initial Solicitation for Phase 2 of the Montebello Vista Park Revitalization Project - (Hull: Jhull@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency/ Housing Authority

4. City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 21, 2026 – (Skinner: Clerk@suisun.com).

PUBLIC HEARING: NONE

GENERAL BUSINESS

Joint City Council / Suisun City Council Acting as Successor Agency/ Housing Authority

5. Successor Agency, Housing Authority, and City Council Consideration of the following:

- a. Successor Agency Adoption of Resolution No. SA 2026-__: Approving a Purchase and Sale Agreement of Real Property Between the Successor Agency to the Redevelopment Agency of the City of Suisun City and CF Suisun 1 LLC, a Delaware limited liability company, for properties located at 701 Main Street (APN: 0032-130-010), 711 Main Street (APN: 0032-130-030), 713 Main Street (APN: 0032-130-040), and 717 Main Street (APN: 0032-130-060), and determining that the action is exempt from the California Environmental Quality Act (CEQA).
- b. Housing Authority Adoption of Resolution No. HA 2026-__: Approving a Purchase and Sale Agreement of Real Property Between the Housing Authority of the City of Suisun City and CF Suisun 1 LLC, a Delaware limited liability company, for property located at 707 Main Street (APN: 0032-130-020), and determining that the action is exempt from the California Environmental Quality Act (CEQA).
- c. Council Adoption of Resolution No. 2026-__: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and CF Suisun 2 LLC, a Delaware limited liability company, for properties located at APN: 0032-141-170, and APN: 0032-141-180, located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street, and determining that the action is exempt from the California Environmental Quality Act (CEQA).

COUNCIL UPDATES

INFORMATIONAL REPORTS: (Non-Discussion Items)

ADJOURNMENT

Public Access To Agenda Documents

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council/Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The city may charge photocopying charges for requested copies of such documents. To the extent feasible, the agenda packet is available for online public viewing on the City's website: <https://www.suisun.com/Government/City->

Council/Agendas The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendaized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

Accommodations

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or clerk@suisun.com. The City's reasonable accommodation policy is available for review on the City's website at www.suisun.com/government/city-council/, you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

Decorum

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

Ordinances

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

Certification Of Posting

Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Ashley Nash, Administrative Assistant II for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

AGENDA TRANSMITTAL

MEETING DATE: May 26, 2026

AGENDA ITEM: Council Adoption of Resolution No. 2026-___: Authorizing the City Manager to Execute a Construction Contract with Frontline General Engineering Construction for Phase 2 of the Montebello Vista Park Revitalization Project and Rejecting All Bids Received in Response to the Initial Solicitation for Phase 2 of the Montebello Vista Park Revitalization Project.

FISCAL IMPACT: There is no impact to the General Fund. Funds for Phase 2 of the Montebello Vista Park Revitalization Project will come from City Park Development Funds, with contract award based on the City's stated project budget of \$960,000.

STRATEGIC PLAN: Community Appeal.

BACKGROUND: The Montebello Vista Lighting and Landscape Maintenance Assessment District does not generate sufficient revenue to cover ongoing expenses associated with Montebello Vista Park, including park maintenance, streetlight electricity and maintenance, and upkeep of the Walters Road entrance and medians. As a result, the City has pursued outside funding and other capital funding sources to address needed improvements at the park.

In June 2022, the Recreation, Parks, and Marina Department was awarded \$1,720,000 through the California Department of Parks and Recreation Local Assistance Specified Grants Program for improvements to Montebello Vista Park. On January 17, 2023, the City Council approved the City's entry into the grant agreement, and on August 8, 2023, the City Council approved a contract with Melton Design Group for project design and management services.

A community meeting was held at Montebello Vista Park on May 9, 2024, to gather resident input on desired improvements. The project's design and budget were refined over time, and the final design and budget for the Montebello Vista Park Revitalization Project were approved by the City Council on October 21, 2025.

The Montebello Vista Park Revitalization Project has been implemented as a phased project. Phase 1 consisted of synthetic turf installation, and the City Council previously awarded that contract to Sprinturf as part of the overall revitalization effort on November 10, 2025. Phase 2 consists of the remaining site and amenity improvements and represents the final phase of the Montebello Vista Park Revitalization Project.

Phase 2 improvements include installation of a City-purchased restroom/concession structure, landscaping and irrigation, sod, concrete walk paths, curbs and gutters, utilities, concrete cornholes, and related site work, along with selected additive alternates as funding allows. Completion of this phase will finalize the City's planned revitalization improvements for Montebello Vista Park.

STAFF REPORT: The Phase 2 construction contract was first advertised for bid with a bid opening date of March 25, 2026. In response to that initial solicitation, the City received two bids: WABO Landscape & Construction, Inc. submitted a base bid of \$1,167,918 and Kerex Engineering submitted a

base bid of \$1,369,000. The stated budget for award of the initial solicitation was \$1,074,000. Because both bids exceeded available funding, staff worked with the project team to reduce project scope and rebid the project.

The project specifications reserve the City's right to reject any and all bids. Accordingly, as part of this action, staff recommends that the City Council reject all bids received in response to the initial solicitation for Phase 2 of the Montebello Vista Park Revitalization Project.

The revised Phase 2 project was re-advertised on April 19, 2026, and bids were opened on May 6, 2026, via virtual Teams meeting. The specifications also state that the City may award the contract using the combination of base bid and additive alternates that best matches the City's available budget.

At the May 6, 2026 bid opening, staff announced a construction budget of \$960,000 before opening bids. Three bids were received from Frontline General Engineering Construction, WABO, and Kerex Engineering. Frontline submitted a base bid of \$796,390.83, WABO submitted a base bid of \$822,686.00, and Kerex Engineering submitted a base bid of \$841,218.70.

The attached bid tabulation also identifies pricing for additive alternate items. Based on the City's stated funding amount, staff evaluated the base bid together with additive alternates A1-a through A1-f and A1, which include concrete at the multi-use court, surrounding concrete, multi-use court striping, basketball hoops and goals, bike racks, concrete park benches, and concrete path. Using that combination, the total bid amounts are \$936,018 for Frontline General Engineering Construction, \$963,306 for WABO Landscape & Construction, Inc., and \$1,034,195 for Kerex Engineering. Frontline General Engineering Construction is therefore the lowest responsive bidder whose bid falls within the City's available Phase 2 budget of \$960,000.

The project specifications require the successful contractor to furnish performance and payment bonds, maintain required insurance, comply with prevailing wage requirements, and comply with the City's Project Labor Agreement for the project. Approval of this contract will allow the City to complete the final phase of the Montebello Vista Park Revitalization Project.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2026-__: Authorizing the City Manager to Execute a Construction Contract with Frontline General Engineering Construction for Phase 2 of the Montebello Vista Park Revitalization Project in the amount of \$936,018 and Rejecting All Bids Received in Response to the Initial Solicitation for Phase 2 of the Montebello Vista Park Revitalization Project.

PREPARED BY:

Marvin Mora, Management Analyst II

REVIEWED BY:

Janet Hull, Recreation, Parks & Marina Director

APPROVED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolutio 2026- Authorizing the CM to Execute a Construction Contract with Frontline General Engineering Construction for Phase 2 of MBV Revitalization Project and Rejecting All Bids Received in Response to the Initial Solicitation](#)
2. [Bid Tabulations](#)
3. [Agreement](#)

RESOLUTION NO. 2026-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONSTRUCTION CONTRACT WITH FRONTLINE GENERAL ENGINEERING
CONSTRUCTION FOR PHASE 2 OF THE MONTEBELLO VISTA PARK
REVITALIZATION PROJECT AND REJECTING ALL BIDS RECEIVED IN RESPONSE
TO THE INITIAL SOLICITATION FOR PHASE 2 OF THE MONTEBELLO VISTA
PARK REVITALIZATION PROJECT**

WHEREAS, the Montebello Vista Lighting and Landscape Maintenance Assessment District does not generate sufficient revenue to cover ongoing expenses associated with Montebello Vista Park, including park maintenance, streetlight electricity and maintenance, and upkeep of the Walters Road entrance and medians; and

WHEREAS, in June 2022, the City was awarded \$1,720,000 through the California Department of Parks and Recreation Local Assistance Specified Grants Program for improvements to Montebello Vista Park; and

WHEREAS, the City Council approved the City's entry into the grant agreement on January 17, 2023, approved a contract with Melton Design Group for design and project management services on August 8, 2023, and approved the final design and budget for the Montebello Vista Park Revitalization Project on October 21, 2025; and

WHEREAS, the Montebello Vista Park Revitalization Project has been implemented as a phased project, with Phase 1 consisting of synthetic turf installation and Phase 2 consisting of the remaining site and amenity improvements that comprise the final phase of the project; and

WHEREAS, the initial solicitation for Phase 2 was bid on March 25, 2026, and the City received two bids, both of which exceeded the available budget for that solicitation; and

WHEREAS, the project was thereafter revised and re-advertised, bids were opened on May 6, 2026, and Frontline General Engineering Construction submitted the lowest responsive bid within the City's available Phase 2 budget; and

WHEREAS, the project specifications reserve the City's right to reject any and all bids and to award the contract using any combination of base bid and additive alternates that best matches the City's budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby authorizes the City Manager to Execute a Construction Contract with Frontline General Engineering Construction for Phase 2 of the Montebello Vista Park Revitalization Project in the amount of \$936,017.59; and

BE IT FURTHER RESOLVED that the City Council hereby rejects all bids received in response to the initial solicitation for Phase 2 of the Montebello Vista Park Revitalization Project.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on the 26th day of May 2026, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 26th day of May 2026.

Anita Skinner
City Clerk

MONTEBELLO VISTA PARK REVITALIZATION PROJECT
Bid Tabulation
Bid Opening: May 6, 2026 at 2:00 PM (via virtual Teams meeting)

No.	Description	Qty	Unit	Frontline General Engineering Construction	WABO	Kerex Engineering
				Total	Total	Total
1	Mobilization	1	LS	33,608.25	41,134.00	39,500.00
2	Erosion Control/SWPPP	1	LS	100,898.79	13,628.00	57,350.00
3	Demolition	1	LS	21,596.36	3,000.00	35,350.00
4	Site Clearing and Grubbing	29,311	SF	24,035.02	5,000.00	8,793.30
5	Earthworks	100	CY	19,033.00	10,000.00	12,840.00
6	Grading	1	LS	6,009.74	25,000.00	29,750.00
7	Engineered Wood Fiber Fall Material	30	CY	11,718.60	10,018.00	16,350.00
8	Colorless Broom Finish Concrete Walks	5,529	SF	59,547.33	76,826.00	110,027.10
9	Removable Bollard	1	EA	3,424.06	1,100.00	2,000.00
10	Asphalt Pavement	226	SF	7,833.16	16,000.00	6,248.90
11	Concrete Curb and Gutter	16	LF	2,286.88	1,100.00	2,160.00
12	Concrete Sidewalk Adjacent to Street	94	SF	4,373.82	13,913.00	2,951.60
13	Trash and Recycle Receptacles	4	LF	6,164.56	4,600.00	5,520.00
14	Round Picnic Tables	6	EA	10,939.50	14,800.00	17,390.00
15	Concrete Cornhole	4	EA	8,255.72	4,700.00	5,660.00
16	3-Tier Bleachers	3	EA	13,560.69	10,800.00	27,660.00
17	Restroom/concession Structure (Owner Purchase-Contractor Install)	1	LS	26,041.80	169,288.00	63,100.00
18	Restroom Footing	1	LS	43,760.35	43,424.00	23,700.00
19	Potable Water Utility and Connections	1	LS	23,151.69	11,340.00	27,750.00
20	Sanitary Sewer Utility and Connections	1	LS	63,387.41	94,500.00	40,400.00
21	Electrical System (Connection and Distribution)	1	LS	115,071.24	19,495.00	23,550.00
22	Irrigation	1	LS	140,953.36	205,000.00	218,032.90
23	Sod	18,907	SF	25,146.31	8,520.00	13,234.90
24	Landscape Planting (Trees)	1	LS	8,874.95	5,500.00	36,200.00
25	Soil Amendments	1	LS	9,638.24	8,000.00	9,650.00
26	90-Day Maintenance Period	1	LS	7,080.00	6,000.00	6,050.00
BASE BID TOTAL				796,390.83	822,686.00	841,218.70

ADDITIVE ALTERNATE BID ITEMS

No.	Description	Qty	Unit	Total	Total	Total
A1-a	Concrete at Multi-Use Court	5,952	SF	69,995.52	84,311.00	134,515.20
A1-b	Surrounding Concrete	559	SF	13,382.46	7,918.00	11,235.90
A1-c	Multi-Use Court Striping	1	LS	20,453.86	15,500.00	16,450.00
A1-d	Basketball Hoops and Goals	2	EA	16,013.46	15,580.00	14,880.00
A1-e	Bike Racks	4	EA	4,653.56	6,284.00	3,340.00
A1-f	Concrete Park Benches	2	EA	6,413.74	2,889.00	3,390.00
A1	Concrete Path to Shade Structure	456	SF	8,714.16	8,138.00	9,165.60
A2	Picnic Shade Structure Install	1	LS	17,269.27	47,340.00	13,900.00
A3	Laykold Surfacing with Concrete Vapor Barrier	5,952	SF	107,374.08	49,062.00	55,948.80
A4	Chill Spinner Play Structure (Owner Purchase, Contractor Install)	1	LS	2,533.59	1,439.00	5,200.00
A5	Revrock Bouncer Play Structure (Owner Purchase, Concrete Install)	1	LS	2,986.71	1,505.00	5,200.00
A6	4' Chaink Link Fencing	211	LF	26,564.90	17,200.00	23,959.05
A7	Irrigation	1	LS	2,949.74	1,600.00	1,600.00
A8	Turf (Seed)	18,907	SF	20,419.56	3,533.00	4,726.75
A9	Park Entry Sign (Owner Purchase, Contractor Install)	1	LS	6,937.35	4,691.00	1,150.00
A10	Removable Pickleball Nets	2	EA	11,945.28	5,802.00	5,220.00
TOTAL AD ALT BID				338,607.24	272,792.00	309,881.30

BASE BID + TOTAL ADD ALT BID = 1,134,998.07 1,095,478.00 1,151,100.00

BASE BID + (Sum of A1-a, A1-b, A1-c, A1-d, A1-e, A1-f & A1) = 936,017.59 963,306.00 1,034,195.40

Note: Contract award is based on a funding amount of \$960,000 (stated during bid opening and before opening of bids).

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Suisun City, California, hereinafter called "City", and _____ hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

Montebello Vista Park Revitalization Project

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

ARTICLE II

For furnishing all said labor, materials, equipment, tools and services, performing park revitalization, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

ARTICLE III

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By _____
(City Manager)

_____(SEAL)
(City Clerk)

CONTRACTOR

(Contractor)

By _____
(Signature)

(Title)

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AGENDA TRANSMITTAL

MEETING DATE: May 26, 2026

AGENDA ITEM: City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 21, 2026.

FISCAL IMPACT: None

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Pursuant to Government Code 40801, the City Clerk shall keep an accurate record of the proceedings of the City Council meetings. City Council minutes are prepared in a manner consistent with the intent of the Government Code. Minutes provide a record of when and where the meeting took place, type of meeting, and report any action taken, including the vote of each member of the City Council.

STAFF REPORT: Minutes of the City Council, Suisun City Council Acting as Successor Agency and Housing Authority held on April 21, 2026, are submitted for your approval.

STAFF RECOMMENDATION: City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 21, 2026.

PREPARED BY:	Anita Skinner, City Clerk
REVIEWED BY:	Bret Prebula, City Manager
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Minutes - April 21, 2026 Regular Meetings of the City Council-Successor Agency-Housing Authority

CITY COUNCIL
Alma Hernandez, Mayor
Jenalee Dawson, Mayor Pro Tem
Amit Pal, Councilmember
Parise Shepherd, Councilmember
Princess Washington, Councilmember



CITY COUNCIL MEETING

MINUTES
REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND SUISUN CITY HOUSING AUTHORITY
TUESDAY, APRIL 21, 2026
5:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

5:00 P.M. CLOSED SESSION
6:00 P.M. REGULAR MEETING

MEETINGS ARE HELD IN-PERSON, PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 829 2046 3478

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 826)

(Next City Council Res. No. 2026 – 47)

Next Suisun City Council Acting as Successor Agency Res. No. SA2026 - 04)

(Next Housing Authority Res. No. HA2026 – 03)

5:00 P.M CLOSED SESSION

CALL TO ORDER

Mayor Hernandez called the meeting to order at 5:pm.

ROLL CALL

PRESENT: Dawson, Hernandez, Pal, Shepherd

ABSENT: Washington

CONFLICT OF INTEREST NOTIFICATION None

(Any items on the closed session agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

PUBLIC COMMENT CLOSED SESSION

(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the comment period.)

Steve Olry commented on City Manager evaluation.

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council, Suisun City Council Acting as Successor Agency and Suisun City Housing Authority will hold a Closed Session for the Purpose of:

Housing Authority

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9: (One Case)

City Council

2. PERSONNEL MATTERS
Pursuant to Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of :
PUBLIC EMPLOYEE
PERFORMANCE EVALUATION
Title: City Manager

RECESS TO CLOSED SESSION (City Manager Conference Room, City Hall)

Council entered into Closed Session at 5:07pm.

6:00 RECONVENE OPEN SESSION

CALL TO ORDER

Mayor Hernandez called the meeting to order at 6:14pm.

ROLL CALL

PRESENT: Dawson, Hernandez, Pal, Shepherd
ABSENT: Washington

PLEDGE OF ALLEGIANCE

Led by Council Member Shepherd

INVOCATION

Given by Clerk Skinner

CLOSED SESSION REPORT

Mayor Hernandez stated there were no reportable items and the closed session ended at 5:55pm.

APPROVAL OF REORDERING OF AGENDA None

Motion by Vice Mayor Dawson to approve agenda order and seconded by Council Member Shepherd. Motion passed unanimously.

CONFLICT OF INTEREST NOTIFICATION None

(Any items on the regular meeting agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS (Informational items only.)

3. City Manager Update - (Prebula: Bprebula@suisun.com).
 - Significant Clean up at Gentry, Sunset and Railroad properties
 - Arrested squatter on Klamath Drive residence
4. City Attorney Report - (Enright). None

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

Proclamations Not Presented

5. Proclamation Proclaiming April 19 through April 25, 2026 as "California Cities Week" - (Hernandez: Ahernandez@suisun.com).

Proclamation not read and will be presented at an event later this week.

Presentations

6. Presentation by Youth Air Protectors on Student-Led Air Quality Projects and Community Improvement Ideas.

Sustainable Solano representative, Willa Gruber, gave the presentation and introduced students Melissa Martinez, Lena, Devin Mahawijemuni, who gave presentations on their special projects.

PUBLIC COMMENT

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

John Harter spoke on the assistance by dispatchers/firefighters and the compassion shown to him, his family on their response for his wife. Ellie O'Rourke spoke on the loss of her mom this past Saturday

The following spoke in favor of California Forever Danny Barrett, Dixon; Pam Muick; Alicia Mijares; Eleash Cheek; Francisco Martinez; Johnny Barboza Jr.; Steven McCall, Paul Baumont, Fred Lehman, Bob McGarry, Mike Hamilton, Cary Leider, Frank Capenhurst, Aureliano Ochoa, Rochelle Henderson, Joseph Barrington, Dev, Joanne G

The following spoke against California Forever and asked Council to place advisory vote on the ballot: Michael Zeiss; Nate Huntington; Yukub Farrakhan; Gloria Felder; Sparrow Bowman; Kerstin Svendsen; Brian Milton; Barbara Pisching; Gerardo Blum; Tim Williams; Ruben Galvan; Andrew Russo; Sarah Sorken; Jane Hicks; Michael Jefferson; Michael Hayes; Chuck Phillips; Brad Mozer; Sabine; Joel Barri; Jan Bartz; Jim Bartz; Jeremy Cyr, Duane Kromm, Roberta Calhoun, Robert Valdez, Ulysses Velasquez, Sean M, Shay Brooks, Barbara Kraig, Edive, Gary Gale

Anthony Moscarelli spoke on sidewalks and city liability.

Mark Stephenson spoke about the Orderly Growth Initiative

Steve Olry commented on campaign signs; food vendor parked on sidewalk by Suisun Elementary.

ON LINE

Michelle Chavez spoke on senior housing

Donna LeBlanc stated on 4/29 at 10 am the Prosperity Gardens ribbon cutting ceremony will take place.

COUNCIL COMMENTS

(Comments are limited to no more than 3 minutes)

Council comments in response to Public Comments.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

7. City Council Adoption of Resolution No. 2026-47: Amending the Citywide Classification Plan and Citywide Salary Schedule to Establish the Human Resources Director Classification, align Compensation and Benefits, and Authorize the Reclassification of the Incumbent - (Prebula: Bprebula@suisun.com).
8. CalPERS Employee Cost Share and Employer Paid Member Contributions (EPMC) Program- (Penland: Cpenland@suisun.com)
 - a. Council Adoption of Resolution No. 2026-48: A Resolution of the City Council of the City of Suisun City Approving Employee Cost Share Pursuant to Government Code Section 20516 – CalPERS ID 2298323828.
 - b. Council Adoption of Resolution No. 2026-49 A Resolution of the City Council of the City of Suisun City for Paying and Reporting the Value of Employer Paid Member Contributions (EPMC) – CalPERS ID 2298323828.
9. Council Adoption of Ordinance No. 825; An Ordinance of the City Council of the City of Suisun City, California, Adopting an Ordinance Amending Municipal Code Chapter 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units, And Table 18.31.01 Development Standards In Residential Zones, Accessory Dwelling Units, to Comply with Recent Changes to State Law Regarding Accessory Dwelling Units (ADU) And Junior Accessory Dwelling Units (JADU) and Determining That The Action Is Exempt From The California Environmental Quality Act (CEQA) (Kearns: Jkearns@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency/ Housing Authority

10. City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 7, 2026 – (Skinner: Clerk@suisun.com).

Joint City Council / Successor Agency

11. Council/Agency Approval of March 2026 Accounts Payable and Payroll Warrants - (Deol: Ldeol@suisun.com).

Council Member Pal pulled Item 7

8,9,10,11

Motion by Council Member Shepherd to approve Consent Calendar Items 8, 9, 10, 11 and seconded by Vice Mayor Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Shepherd

NOES: None

ABSENT: Washington

Item 7

Council Member Pal asked clarifying questions and stated he opposed the item.

Motion by Vice Mayor Dawson to approve Consent Calendar Item 7 and seconded by Council Member Shepherd. Motion passed by the following vote:

AYES: Dawson, Hernandez Shepherd

NOES: Pal

ABSENT: Washington

Pal opposes item

PUBLIC HEARING

City Council

12. Council Introduction and Waive Reading of Ordinance No. - 826__: Repealing and Replacing in its Entirety Chapter 5.34 (Vendors) and Repealing and Replacing in its Entirety Chapter 18.56 (Mobile Food Vendors) of the Suisun City Municipal Code - (City Attorney).

City Attorney Enright presented the ordinance.

Council clarification comments

Mayor Hernandez opened Public Hearing.

Donna LeBlanc asked who will be enforcing the ordinance; city decals and will cost be offset for the decal with license fees; which department will do the permit fees does if this go through?

Michelle Chavez appreciates city attorney for doing the ordinance and is still concerned about Railroad Avenue at Tabor location that vendors use; will the County Health Department enforce on weekends?

No further comments Mayor Hernandez closed the Public Hearing.

Mr. Prebula responded to comment questions

Council discussion and comments

Council Member Pal asked to change time to 5am to Midnight on Friday and Saturday. Council consensus.

Motion by Council Member Shepherd to approve Item 12 with weekend time change and seconded by Vice Mayor Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Shepherd

NOES: None

ABSENT: Washington

GENERAL BUSINESS

City Council

13. Council Consideration and Adoption of the Following Items Related to the Completion of the Proposed Organizational Realignment and Strategic Staffing Plan for Remaining Departments - (Prebula: Bprebula@suisun.com).
 - a. Council Adoption of Resolution No. 2026-50: Approving An Organizational Realignment and Strategic Staffing Plan for the Departments of Human Resources and Development Services and The City Manager's Office, Amending the Citywide Classification Plan Supporting the Organizational Realignment and Strategic Staffing Plan to Eliminate Accounting Technician and Human Resources Technician I/II Classifications, Amend the Management Analyst I/II Classifications, and Establish Accounting Technician I/II, Human Resources/Payroll Technician I/II/Senior Classifications
 - b. Council Adoption of Resolution No. 2026-51: Amending the Citywide Salary Schedule to Support the Organizational Realignment and Strategic Staffing Plan to Eliminate Accounting Technician and Human Resources Technician I/II and Establish Salaries for Accounting Technician I/II, Human Resources/Payroll Technician I/II/Senior

City Manager Prebula presented the changes.

PUBLIC COMMENTS
ON LINE

Donna LeBlanc commented this was the third time and a much better presentation, needed this the first time; asked in the future can we get this type of info on the first presentation; what happens to the two admin positions after 2028.

Mr. Prebula responded.

Motion by Council Member Shepherd to approve Item 13 and seconded by Vice Mayor Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Shepherd

NOES: Pal

ABSENT: Washington

COUNCIL UPDATES

Vice Mayor Dawson announced the following upcoming events:

- 4/24 Walmart grand reopening at 8am
- May 2 Rotary Brew Bash
- May 3 Cinco de Mayo

Mayor Hernandez stated there would be a Fairfield Suisun Sewer District meeting next Monday and would be attending a meeting for Napa/Solano Area Agency on Aging.

INFORMATIONAL REPORTS: (Non-Discussion Items)

ADJOURNMENT

There being no further business the meeting was adjourned in memory of Jamie Hart at 10:01pm.

Anita Skinner
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: May 26, 2026

AGENDA ITEM: Successor Agency, Housing Authority, and City Council Consideration of the following - (Caperton: rcaperton@suisun.com).

- a. Successor Agency Adoption of Resolution No. SA 2026-___: Approving a Purchase and Sale Agreement of Real Property Between the Successor Agency to the Redevelopment Agency of the City of Suisun City and CF Suisun 1 LLC, a Delaware limited liability company, for properties located at 701 Main Street (APN: 0032-130-010), 711 Main Street (APN: 0032-130-030), 713 Main Street (APN: 0032-130-040), and 717 Main Street (APN: 0032-130-060), and determining that the action is exempt from the California Environmental Quality Act (CEQA).
- b. Housing Authority Adoption of Resolution No. HA 2026-___: Approving a Purchase and Sale Agreement of Real Property Between the Housing Authority of the City of Suisun City and CF Suisun 1 LLC, a Delaware limited liability company, for property located at 707 Main Street (APN: 0032-130-020), and determining that the action is exempt from the California Environmental Quality Act (CEQA).
- c. Council Adoption of Resolution 2026-___: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and CF Suisun 2 LLC, a Delaware limited liability company, for properties located at APN: 0032-141-170, and APN: 0032-141-180, located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street, and determining that the action is exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT: The sale of the properties would collectively contribute approximately \$1,016,500 to the City's General Fund and \$20,350 to the Housing Authority. Approximately ten percent (10%) of the proceeds from the sale of the Successor Agency properties would be retained locally, while the remaining approximately ninety percent (90%) would flow through the redevelopment dissolution process administered by the California Department of Finance and distributed to affected taxing entities.

STRATEGIC PLAN: Public Safety; Community Appeal; Sustainability and Stewardship; Community Vibrancy.

BACKGROUND: Revitalizing Suisun City's downtown waterfront has been a longstanding goal, dating back to 1979 with the General Plan's call for a Waterfront District Specific Plan. First adopted in 1983 and updated in 1999 and 2016, the vision for a vibrant, refreshed downtown is not new. More recent actions have advanced this long-standing objective by creating opportunities for strategic partnerships and facilitating the disposition of severely underutilized, vacant, and/or dilapidated downtown properties; sites well positioned for redevelopment.

In 2024 the City Council hired Kosmont & Associates to prepare an Economic Development Strategy and Implementation Plan. That effort was underscored by directives established in the Council-adopted five-year Strategic Plan in early 2025. In March 2025, Kosmont presented the Economic Development Strategic Plan (EDSP) during a joint Planning Commission and City Council meeting; City Council adopted the EDSP.

The EDSP provides an overview of the City’s economic conditions and identifies strategies to improve fiscal health and support long-term growth. Among its recommendations is leveraging the City’s real estate assets to spur economic development and redevelopment through the disposition of government-owned properties pursuant to the Surplus Land Act. The strategy recognizes that selling properties that no longer serve a viable governmental purpose can both generate revenue and create opportunities to enhance the vibrancy of the City through redevelopment of vacant, underdeveloped, and underutilized sites.

In mid-2025, the Council approved expanding Kosmont’s scope of work to assist with the disposition of government-owned properties as part of a broader effort to revitalize downtown Suisun City and other areas throughout the community. While the primary objective of the surplus land initiative is to encourage downtown revitalization, the effort also provides an opportunity to improve the City’s fiscal position and support ongoing budget-balancing efforts.

Beginning in June 2025, which carried through early 2026, the City Council, also acting in its capacities as the Housing Authority and Successor Agency to the former Redevelopment Agency of Suisun City, initiated a systematic process to declare government-owned properties, particularly within and surrounding the downtown area, as “surplus” in accordance with the Surplus Land Act. Collectively, these actions, spanning decades of planning, demonstrate the City’s sustained commitment to downtown revitalization.

In summary, the proposed Purchase and Sale Agreements of the subject properties, as shown in **Attachment 4, Location Map**, represent a unique opportunity to build meaningful momentum toward finally achieving that vision.

STAFF REPORT: As described below, the properties vary in price based on a variety of factors, including the condition of existing structures, anticipated demolition costs, and other property-specific considerations, which resulted in certain credits or prorations to the sales price, and in some cases increased sales price reflecting prime location and development readiness.

The proposed buyers of the properties are CF Suisun 1 LLC and CF Suisun 2 LLC. In real estate transactions, it is common for buyers to establish separate Limited Liability Companies (LLCs) for different properties or projects for a variety of legitimate business reasons, including asset separation, liability protection, partnership structuring, tax flexibility, financing considerations, and project-specific risk management.

Each Purchase and Sale Agreement (PSA) defines key transaction terms, including the purchase price, timing of the transaction (i.e., closing date), rights and obligations of the parties, and remedies in the event of default. In the case of these properties, the PSAs contain generally similar provisions with respect to closing timelines, varying deposit amounts, and the respective rights and obligations of the parties. Details regarding each transaction are described below.

Summary of Transactions

The following is a summary of the three transactions, followed by a more detailed description of the key terms of each of the three transactions.

1. Successor Agency Parcels: 701 Main Street, 711 Main Street, 713 Main Street, and 717 Main Street totaling \$174,500 (not including the demolition credit), closing escrow following

Oversight Board and State Department of Finance approvals.

2. Housing Authority Parcel: 707 Main Street totaling \$37,000 (not including the demolition credit), closing escrow in August 2026.
3. City-Owned Parcels: Surface Parking Lots on APN: 0032-141-170, and APN: 0032-141-180, totaling \$1,005,000, closing escrow in August 2026.

Of note, a key term in each of the PSAs is the requirement that the buyer apply for and process a Development Agreement with the City. This will allow for the implementation of the EDSP and Waterfront District Specific Plan (WDSP). Accordingly, it is anticipated that any future development would likely consist of a mixed-use project, potentially including ground-floor nonresidential uses with residential units above, along with associated parking facilities, consistent with the WDSP and General Plan framework.

A Development Agreement (DA) is a legally binding contract between a property owner(s) and a public agency that governs how a property is developed over time. In short, a DA is a tool that provides certainty for both parties regarding long-term development rights while also enabling the negotiation of community benefits beyond what is typically required under municipal regulations. In larger-scale development projects, a Development Agreement is often the next logical step following execution of a PSA. Because future development plans have not yet been fully defined and the prospective buyers have not yet submitted a detailed project proposal, it would be premature and speculative to include specific development terms within the PSAs at this stage. The City Council previously directed that DA negotiations be conducted through public meetings of the full City Council. Accordingly, the DA negotiation process would proceed in accordance with that direction. No DA policy terms have been, or would be, established through closed session. Any obligation within the PSAs to enter into a Development Agreement reflects only the commitment to initiate that public process — not a commitment to any specific DA terms.

1. Purchase and Sale Agreement (PSA) 1, Successor Agency Parcels:

The Successor Agency to the Redevelopment Agency proposes to dispose of properties to buyer CF Suisun 1 LLC, a Delaware limited liability company. The subject properties include 701 Main Street (APN: 0032-130-010), 711 Main Street (APN: 0032-130-030), 713 Main Street (APN: 0032-130-040), and 717 Main Street (APN: 0032-130-060), totaling approximately 0.22 acres, which were deemed exempt surplus land on March 17, 2026, by the Successor Agency (Resolution No. SA2026-02). The purchase and sale agreement is included as **Attachment 5, Successor Agency PSA**. Key terms include:

- Addresses: 701 Main Street, 711 Main Street, 713 Main Street, and 717 Main Street
- Proposed Purchase Price: \$174,500
- Demolition Proration: \$59,500
- Final Purchase Price: \$115,000
- Deposit Amount: \$10,000
- Expected Closing: December 2026, subject to Oversight Board approval and California Department of Finance review (see Successor Agency Approval Process below)

Existing Conditions

The properties contain structures which have been vacant for many years and in varying states of disrepair, some to the point of being “red” and/or “yellow” tagged, therefore, unsafe to occupy. Due to the deteriorated condition of the properties, many of which are considered largely uninhabitable and, in a state, where rehabilitation is not economically feasible, the City is applying a proration, or “discount,” of approximately \$59,500 to account for a portion of anticipated demolition and site preparation costs.

As a result of existing conditions, the proceeds from the sale of properties collectively would amount to \$115,000, which reflects the proration amount described above. If approved, approximately ten percent (10%) would be retained locally for the City's General Fund, while the remaining proceeds would flow through the redevelopment dissolution process administered by the California Department of Finance and distributed to affected taxing entities in accordance with State law.

If approved, the Successor Agency-owned properties would close escrow later than the Housing Authority- and City-owned properties due to the requirement for review and approval by the Oversight Board, the regulatory body responsible for overseeing the disposition of former redevelopment agency properties. The Suisun City Successor Agency has not received a Finding of Completion from the California Department of Finance (DOF), due to pending litigation. As a result, the full statutory approval sequence under Health and Safety Code § 34177(e) applies. This sequence involves three steps that are outside of the City's scheduling control:

- **Step 1 (Oversight Board Approval):** The Solano County Countywide Oversight Board must convene and approve the specific sale by resolution. The Oversight Board is a local legislative body subject to the Brown Act and must provide proper agenda notice for its own meeting. Its meeting schedule is not controlled by the City. Staff should confirm with the Solano County Auditor-Controller the next available Oversight Board meeting date and whether the matter can be calendared for September 2026 or sooner.
- **Step 2 (DOF Submission and Five-Business-Day Review Window):** Following Oversight Board approval, the adopted resolution must be submitted to DOF electronically. The resolution does not become effective for five business days, during which DOF may request review.
- **Step 3 (DOF 40-Day Review Period, if triggered):** If DOF requests review, it has 40 days from the date of that request to approve the Oversight Board action or return it to the Oversight Board for reconsideration. If returned, the Oversight Board must resubmit a modified action, which is again subject to DOF review. The Successor Agency PSA closing cannot occur until DOF has approved the Oversight Board's action or the five-business-day window has passed without a review request.

Accordingly, the PSA reflects these events and anticipates a December 2026 closing date for the Successor Agency parcels to accommodate the required process. Closing escrow is contingent on timely Oversight Board approval and DOF review. If DOF requests review and the review will not be completed by December 2026, the parties could amend the contract timeframe to extend closing into 2027, or they can terminate the PSA.

The PSA also contains a requirement that the buyer enter into a Development Agreement with the City within 24 months from close of escrow for the development of the properties. The PSA provides that the City retains all discretion in its consideration of a DA. The PSA provides the City the right to repurchase the properties in the event the buyer does not perform on the timelines to enter into a Development Agreement. Said Repurchase Option lasts for one year following this 24-month timeline and has predetermined price that includes reimbursement for actual demolition costs incurred by buyer above any the proration demolition credit and 3% simple interest commencing on the close of escrow until the repurchase occurs.

The PSA contains other standard terms and conditions, including but not limited to title review, inspection periods, representation and warranties, conditions to close, and indemnities.

2. Purchase and Sale Agreement (PSA) 2, Housing Authority Parcel:

The Housing Authority proposes to dispose of property to buyer CF Suisun 1 LLC, a Delaware limited

liability company. The subject property includes 707 Main Street (APN: 0032-130-020), totaling approximately 0.05 acres, which was deemed exempt surplus land by the Housing Authority on June 24, 2025 (Resolution No. HA2025-05). The purchase and sale agreement is included as **Attachment 6, Housing Authority PSA**. Key terms include:

- Address: 707 Main Street
- Proposed Purchase Price: \$37,000
- Demolition Proration: \$16,650
- Final Purchase Price: \$20,350
- Deposit Amount: \$5,000
- Expected Closing: August 2026

Existing Conditions

The property contains a structure which has been vacant for many years and is in a state of disrepair, and unsafe to occupy. Due to the deteriorated condition of the property, which is considered largely uninhabitable and, in a state, where rehabilitation is not economically feasible, the City is applying a proration, or “discount,” of approximately \$16,650 to account for anticipated demolition and site preparation costs. Accordingly, the proceeds from the sale would amount to \$20,350, which would be retained locally for the City’s Housing Authority.

The PSA also contains also a requirement that the buyer enter into a Development Agreement (DA) with the City within 24 months from close of escrow for the development of the property. The PSA provides that the City retains all discretion in its consideration of a DA. The PSA provides the City the right to repurchase the property in the event the buyer does not perform on the timelines to enter into a Development Agreement. Said Repurchase Option lasts for one year following this 24-month timeline and has predetermined price that includes reimbursement for actual demolition costs incurred by buyer above any the Proration demolition credit and 3% simple interest commencing on the close of escrow until the repurchase occurs.

The PSA contains other standard terms and conditions, including but not limited to title review, inspection periods, representation and warranties, conditions to close, and indemnities.

3. Purchase and Sale Agreement (PSA) 3, City-Owned Parcels:

The City of Suisun City proposes to dispose of property to buyer CF Suisun 2 LLC, a Delaware limited liability company. The subject properties include APN: 0032-141-170, and APN: 0032-141-180, totaling approximately 0.63 noncontiguous acres, which were deemed exempt surplus land by the City Council on November 18, 2025 (Resolution No. 2025-134). The purchase and sale agreement is included as **Attachment 7, City Property PSA**. Key terms include:

- Addresses: APN: 0032-141-170, and APN: 0032-141-180
- Proposed Purchase Price: \$1,005,000
- Demolition Proration: \$0
- Final Purchase Price: \$1,005,000
- Deposit Amount: \$50,000
- Expected Closing: August 2026

Existing Conditions

The properties currently serve as surface parking lots with a trash enclosure, which such parking and trash area would remain operational, as described below. Because the properties are in good condition

and are considered premium sites within the downtown area, the proposed sales price does not include any proration or discount. Rather, the purchase price reflects the strategic value of the properties due to their proximity to the waterfront and their prime location within downtown. Accordingly, the properties are proposed for sale at a purchase price of \$1,005,000, the proceeds of which would be retained locally for the City's General Fund.

The PSA also contains a requirement that the buyer enter into a Development Agreement (DA) with the City within 24 months from close of escrow for the development of the properties. The PSA provides that the City retains all discretion in its consideration of a DA. The PSA provides the City the right to repurchase the properties in the event the buyer does not perform on the timelines to enter into a Development Agreement. Said Repurchase Option lasts for one year following the 24-month timeline and has predetermined price that includes 3% simple interest commencing on the close of escrow until the repurchase occurs.

As mentioned above, the PSA also requires the buyer and City enter into a lease for the City to control and manage continued public parking until the Repurchase Option Period. The lease will be based on similar arrangements in the City. The PSA contains other standard terms and conditions, including but not limited to title review, inspection periods, representation and warranties, conditions to close, and indemnities.

Environmental Review

Pursuant to California Environmental Quality Act (CEQA), the proposed sales are categorically exempt from CEQA under Guidelines §15312 (Class 12: Surplus Government Property Sales). The Properties are located in the downtown commercial core of Suisun City and are outside the boundaries of the Suisun Marsh as defined by Public Resources Code §29101 and depicted on the Suisun Marsh Protection Plan Map (BCDC, December 1976). Accordingly, the area of statewide, regional, or areawide significance overlay under CEQA Guidelines §15206(b)(4)(F) does not apply, and Class 12 is available without qualification.

The Properties are surplus government property consisting of fully developed urban infill parcels in active commercial use; no physical development is authorized by approval of the Purchase and Sale Agreements; and any future development would be subject to independent and separate CEQA review at the time development entitlements are sought.

STAFF RECOMMENDATION: Staff recommends that the:

- a. Successor Agency to the Redevelopment Agency adopts a resolution approving the Purchase and Sale Agreement of real property (701, 711, 713, and 717 Main Street) between the Successor Agency and CF Suisun 1 LLC, a Delaware limited liability company;
- b. Housing Authority adopts a resolution approving the Purchase and Sale Agreement of real property (707 Main Street) between the Housing Authority and CF Suisun 1 LLC, a Delaware limited liability company; and
- c. City Council adopts a resolution approving a Purchase and Sale Agreement of real property APN: 0032-141-170, and APN: 0032-141-180 located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street between the City of Suisun City and CF Suisun 2 LLC, a Delaware limited liability company.

PREPARED BY:

Ricky Caperton, Development Services Director

REVIEWED BY:
APPROVED BY:

Ricky Caperton, Development Services Director
Bret Prebula, City Manager

ATTACHMENTS:

1. Infill PSA Successor Agency RESO No. SA 2026-__.docx
2. Infill PSA Housing Authority RESO No. HA 2026-__.docx
3. Infill PSA City Council RESO No. 2026-__.docx
4. Infill PSA Location Map.pdf
5. Infill PSA Successor Agency PSA.pdf
6. Infill PSA Housing Authority PSA.pdf
7. Infill PSA City Property PSA.pdf
8. Infill PSA PowerPoint.pdf

RESOLUTION NO. SA 2026-___

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT OF REAL PROPERTY BETWEEN THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY AND CF SUISUN 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR PROPERTIES LOCATED AT 701 MAIN STREET (APN: 0032-130-010), 711 MAIN STREET (APN: 0032-130-030), 713 MAIN STREET (APN: 0032-130-040), AND 717 MAIN STREET (APN: 0032-130-060), AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the Successor Agency to the Redevelopment Agency of Suisun City owns certain real property in the City of Suisun City (City), County of Solano, State of California, located at 701 Main Street (APN: 0032-130-010), 711 Main Street (APN: 0032-130-030), 713 Main Street (APN: 0032-130-040), and 717 Main Street (APN: 0032-130-060) (collectively, Properties), as shown in Exhibit “A”; and

WHEREAS, the Properties are comprised of four parcels totaling approximately 0.22-acres (APN 0032-130-010: 0.10 acres; APN 0032-130-030: 0.05 acres; APN 0032-130-040: 0.02 acres; APN 0032-130-060: 0.05 acres), each improved with a vacant single-story commercial structure; and

WHEREAS, each of the structures has remained vacant for multiple years, and remains in a state of disrepair, including being tagged as unsafe to occupy; and

WHEREAS, on March 17, 2026, the Successor Agency adopted Resolution No. SA2026-02 declaring the Properties “exempt surplus land” pursuant to the Surplus Land Act (Government Code §54220 et seq.) on the basis that each parcel is less than one-half acre in area and is not contiguous to land owned by a state or local agency used for open-space or low- and moderate-income housing purposes, as provided in Government Code §54221(f)(1)(B); and

WHEREAS, pursuant to the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (HCD), the Successor Agency provided notice to HCD of its determination that the Properties constitute exempt surplus land at least 30 days prior to disposition; and

WHEREAS, City Staff has negotiated a sales price of \$115,000.00 for the Properties, which reflects a proration of \$59,500.00 attributable to the deteriorated condition of the existing structures and the anticipated cost of demolition prior to redevelopment; and

WHEREAS, CF Suisun 1 LLC, a Delaware limited liability company (“Buyer”), has agreed to the terms and conditions of the Purchase and Sale Agreement (“Agreement”), attached hereto as Exhibit “B” and incorporated herein by this reference; and

WHEREAS, Health and Safety Code §34177(e) requires that the Successor Agency dispose of assets and properties of the former Redevelopment Agency as directed by the Oversight Board; and

ATTACHMENT 1

WHEREAS, The Suisun City Successor Agency has not received a Finding of Completion from the California Department of Finance (DOF) pursuant to Health and Safety Code § 34179.7, and accordingly the exemption from Oversight Board direction provided by Health and Safety Code § 34177(e) does not apply to this transaction; and

WHEREAS, the Agreement shall not be effective and escrow shall not close until: (i) the Solano County Countywide Oversight Board has approved this transaction by resolution in accordance with Health and Safety Code §§ 34177(e) and 34179; and (ii) either (a) the California Department of Finance has not requested review of the Oversight Board's action within five (5) business days of submission, or (b) if DOF has requested review, DOF has approved the Oversight Board action in accordance with Health and Safety Code § 34179(h); and

WHEREAS, the Properties are located in the downtown commercial core of Suisun City and are outside the boundaries of the Suisun Marsh as defined by Public Resources Code § 29101 and depicted on the Suisun Marsh Protection Plan Map (San Francisco Bay Conservation and Development Commission, December 1976), as confirmed by review of the Protection Plan Map and associated geographic data; and

WHEREAS, the Properties are outside the Suisun Marsh boundary under Public Resources Code § 29101, the overlay provision of CEQA Guidelines § 15206(b)(4)(F) does not apply, and the sale of the Properties is categorically exempt from CEQA under Guidelines § 15312 (Class 12: Surplus Government Property Sales) without qualification. The Properties are surplus government property consisting of fully developed urban infill parcels in active commercial use, and no physical development is authorized by this action; and

WHEREAS, the Successor Agency has independently considered the record before it, and by approving the Agreement, the Successor Agency is approving only a change of ownership of the Properties; no physical development, grading, demolition, or construction is authorized by the Agreement, and any future development of the Properties will be subject to independent and separate environmental review at the time development entitlements are sought.

NOW THEREFORE, BE IT RESOLVED, by the Successor Agency to the Redevelopment Agency of the City of Suisun City, as follows:

Section 1. The foregoing recitals are hereby incorporated and adopted as findings of the Successor Agency.

Section 2. The Successor Agency hereby approves the Purchase and Sale Agreement between the Successor Agency, as seller, and CF Suisun 1 LLC, a Delaware limited liability company, as buyer, for the sale of the Properties identified as 701 Main Street (APN: 0032-130-010), 711 Main Street (APN: 0032-130-030), 713 Main Street (APN: 0032-130-040), and 717 Main Street (APN: 0032-130-060), in the amount of \$115,000.00, subject to the terms and conditions of the Agreement attached hereto as Exhibit "B."

Section 3. the Director of the Successor Agency, or designee ("Authorized Officer"), is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the Agreement and all documents necessary to implement the Agreement and effectuate the sale of the Properties, including escrow instructions and grant deeds; provided, however, that the Authorized Officer shall not execute any closing documents and escrow shall not close until the Successor Agency has received written confirmation that: (i) the Solano County Countywide Oversight Board has approved this transaction by resolution; and (ii) either the California

ATTACHMENT 1

Department of Finance has not requested review within five (5) business days following submission of the Oversight Board resolution, or the Department of Finance has affirmatively approved the Oversight Board action. Any changes to the Agreement authorized by this Section shall be limited to non-material changes that do not alter the purchase price, the identity of the Properties, or the material terms approved by this Resolution.

Section 4. The Authorized Officer is hereby authorized, jointly and severally, to take all actions and execute all documents that the Authorized Officer deems necessary or appropriate to carry out the purposes of this Resolution and implement the Agreement, including the execution and recordation of documents contemplated by the Agreement; provided that any such actions are consistent with the terms approved herein and with the conditions set forth in Section 3 above. Any such actions previously taken that are consistent with this Resolution are hereby ratified and confirmed.

Section 5. The Clerk of the Successor Agency shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 6. This Resolution shall take effect and be in full force immediately upon adoption by the Successor Agency, subject to the conditions precedent to closing set forth in Section 3 above.

PASSED AND ADOPTED at a Regular Meeting of said Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, this 26th day of May 2026, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 26th day of May 2026.

Alma Hernandez, Chair
Successor Agency to the Redevelopment
Agency of the City of Suisun City

ATTEST:

Anita Skinner, CMC
Clerk of the Successor Agency

EXHIBIT A
Properties Location Map



ATTACHMENT 1

EXHIBIT B **Purchase and Sale Agreement**

[NOTE: PSA will be inserted upon execution]

RESOLUTION NO. HA 2026-___

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SUISUN CITY, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT OF REAL PROPERTY BETWEEN THE HOUSING AUTHORITY OF THE CITY OF SUISUN CITY AND CF SUISUN 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 707 MAIN STREET (APN: 0032-130-020), AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the Housing Authority owns certain real property in the City of Suisun City (City), County of Solano, State of California, located at 707 Main Street (APN: 0032-130-020) (“Property”), as shown in Exhibit “A”; and

WHEREAS, the Property is comprised of one parcel totaling approximately 0.05-acres, improved with a vacant single-story commercial structure; and

WHEREAS, the structure has remained vacant for multiple years, and remains in a state of disrepair, including being tagged as unsafe to occupy; and

WHEREAS, on June 24, 2025, the Housing Authority adopted Resolution No. HA2025-05 declaring the Properties “exempt surplus land” pursuant to the Surplus Land Act (Government Code §54220 et seq.) on the basis that the parcel is less than one-half acre in area and is not contiguous to land owned by a state or local agency used for open-space or low- and moderate-income housing purposes, as provided in Government Code §54221(f)(1)(B); and

WHEREAS, pursuant to the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (HCD), the Housing Authority provided notice to HCD of its determination that the Property constitutes exempt surplus land at least 30 days prior to disposition; and

WHEREAS, City Staff has negotiated a sales price of \$20,350.00 for the Property, which reflects a proration of \$16,650.00 attributable to the deteriorated condition of the existing structures and the anticipated cost of demolition prior to redevelopment; and

WHEREAS, CF Suisun 1 LLC, a Delaware limited liability company (“Buyer”), has agreed to the terms and conditions of the Purchase and Sale Agreement (“Agreement”), attached hereto as Exhibit “B” and incorporated herein by this reference; and

WHEREAS, the Property is located in the downtown commercial core of Suisun City and is outside the boundaries of the Suisun Marsh as defined by Public Resources Code § 29101 and depicted on the Suisun Marsh Protection Plan Map (San Francisco Bay Conservation and Development Commission, December 1976), as confirmed by review of the Protection Plan Map and associated geographic data; and

WHEREAS, the Property is outside the Suisun Marsh boundary under Public Resources Code § 29101, the overlay provision of CEQA Guidelines § 15206(b)(4)(F) does not apply, and the sale of the Property is categorically exempt from CEQA under Guidelines § 15312 (Class 12: Surplus Government Property Sales) without qualification. The Property is surplus government property consisting of a fully developed urban infill parcel in active commercial use, and no physical development is authorized by this action; and

ATTACHMENT 2

WHEREAS, the Housing Authority has independently considered the record before it, and by approving the Agreement, the Housing Authority is approving only a change of ownership of the Property; no physical development, grading, demolition, or construction is authorized by the Agreement, and any future development of the Property will be subject to independent and separate environmental review at the time development entitlements are sought.

NOW THEREFORE, BE IT RESOLVED, by the Housing Authority of the City of Suisun City, as follows:

Section 1. The foregoing recitals are hereby incorporated and adopted as findings of the Housing Authority.

Section 2. The Housing Authority hereby approves the Purchase and Sale Agreement between the Housing Authority, as seller, and CF Suisun 1 LLC, a Delaware limited liability company, as buyer, for the sale of the Property identified as 707 Main Street (APN: 0032-130-020), in the amount of \$20,350.00, subject to the terms and conditions of the Agreement attached hereto as Exhibit “B.”

Section 3. The Director of the Housing Authority, or designee (“Authorized Officer”), is hereby authorized to execute and deliver, for and in the name of the Housing Authority, the Agreement and all documents necessary to implement the Agreement and effectuate the sale of the Property, including escrow instructions and grant deeds. Any changes to the Agreement authorized by this Section shall be limited to non-material changes that do not alter the purchase price, the identity of the Property, or the material terms approved by this Resolution.

Section 4. The Authorized Officer is hereby authorized, jointly and severally, to take all actions and execute all documents that the Authorized Officer deems necessary or appropriate to carry out the purposes of this Resolution and implement the Agreement, including the execution and recordation of documents contemplated by the Agreement; provided that any such actions are consistent with the terms approved herein. Any such actions previously taken that are consistent with this Resolution are hereby ratified and confirmed.

Section 5. The Clerk of the Housing Authority shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 6. This Resolution shall take effect and be in full force immediately upon adoption by the Housing Authority.

PASSED AND ADOPTED at a Regular Meeting of the Housing Authority of the City of Suisun City duly held on Tuesday, this 26th day of May 2026, by the following vote:

AYES: Councilmembers: _____
NOES: Councilmembers: _____
ABSENT: Councilmembers: _____
ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said Housing Authority of the City of Suisun City this 26th day of May 2026.

ATTACHMENT 2

Alma Hernandez, Chair
Housing Authority of the City of Suisun City

ATTEST:

Anita Skinner, CMC
Clerk of the Housing Authority

EXHIBIT A
Property Location Map



ATTACHMENT 2

EXHIBIT B Purchase and Sale Agreement

[NOTE: PSA will be inserted upon execution]

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT OF REAL PROPERTY BETWEEN THE CITY OF SUISUN CITY AND CF SUISUN 2 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR PROPERTIES LOCATED AT APN: 0032-141-170 , AND APN: 0032-141-180, LOCATED SOUTH OF SOLANO STREET, NORTH OF MORGAN STREET, BETWEEN MAIN STREET AND KELLOGG STREET, AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City of Suisun City owns certain real property in the City of Suisun City (City), County of Solano, State of California, APN: 0032-141-170, and APN: 0032-141-180, located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street (collectively, “Properties”), as shown in Exhibit “A”; and

WHEREAS, the Properties are comprised of two noncontiguous parcels totaling approximately 0.63-acres, improved with surface parking lots; and

WHEREAS, on November 18, 2025, the City Council adopted Resolution No. 2025-134 declaring the Properties “exempt surplus land” pursuant to the Surplus Land Act (Government Code §54220 et seq.) on the basis that the properties are less than one-half acre in area and are not contiguous to land owned by a state or local agency used for open-space or low- and moderate-income housing purposes, as provided in Government Code §54221(f)(1)(B); and

WHEREAS, pursuant to the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (HCD), the City provided notice to HCD of its determination that the Properties constitute exempt surplus land at least 30 days prior to disposition; and

WHEREAS, City Staff has negotiated a sales price of \$1,005,000.00 for the Property, which reflects no proration because the Properties are in good condition and considered premium sites within the downtown area, and therefore the price reflects the strategic value of the Properties due to their proximity to the waterfront and prime location; and

WHEREAS, CF Suisun 2 LLC, a Delaware limited liability company (“Buyer”), has agreed to the terms and conditions of the Purchase and Sale Agreement (“Agreement”), attached hereto as Exhibit “B” and incorporated herein by this reference; and

WHEREAS, the Properties are located in the downtown commercial core of Suisun City and are outside the boundaries of the Suisun Marsh as defined by Public Resources Code § 29101 and depicted on the Suisun Marsh Protection Plan Map (San Francisco Bay Conservation and Development Commission, December 1976), as confirmed by review of the Protection Plan Map and associated geographic data; and

WHEREAS, the Properties are outside the Suisun Marsh boundary under Public Resources Code § 29101, the overlay provision of CEQA Guidelines § 15206(b)(4)(F) does not apply, and the sale of the Properties is categorically exempt from CEQA under Guidelines § 15312 (Class 12: Surplus Government Property Sales) without qualification. The Properties are surplus government property consisting of fully developed urban infill parcels in active commercial use, and no physical development is authorized by this action; and

ATTACHMENT 3

WHEREAS, the City Council has independently considered the record before it, and by approving the Agreement, the City Council is approving only a change of ownership of the Properties; no physical development, grading, demolition, or construction is authorized by the Agreement, and any future development of the Properties will be subject to independent and separate environmental review at the time development entitlements are sought.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Suisun City, as follows:

Section 1. The foregoing recitals are hereby incorporated and adopted as findings of the City Council.

Section 2. The City Council hereby approves the Purchase and Sale Agreement between the City of Suisun City, as seller, and CF Suisun 2 LLC, a Delaware limited liability company, as buyer, for the sale of the Properties identified as APN: 0032-141-170, and APN: 0032-141-180, located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street, in the amount of \$1,005,000.00, subject to the terms and conditions of the Agreement attached hereto as Exhibit “B.”

Section 3. the City Manager, or designee (“Authorized Officer”), is hereby authorized to execute and deliver, for and in the name of the City of Suisun City, the Agreement and all documents necessary to implement the Agreement and effectuate the sale of the Property, including escrow instructions and grant deeds. Any changes to the Agreement authorized by this Section shall be limited to non-material changes that do not alter the purchase price, the identity of the Properties, or the material terms approved by this Resolution.

Section 4. The Authorized Officer is hereby authorized, jointly and severally, to take all actions and execute all documents that the Authorized Officer deems necessary or appropriate to carry out the purposes of this Resolution and implement the Agreement, including the execution and recordation of documents contemplated by the Agreement; provided that any such actions are consistent with the terms approved herein. Any such actions previously taken that are consistent with this Resolution are hereby ratified and confirmed.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 6. This Resolution shall take effect and be in full force immediately upon adoption by the City Council.

PASSED AND ADOPTED at a Regular Meeting of said City Council to the of the City of Suisun City duly held on Tuesday, this 26th day of May 2026, by the following vote:

AYES: Councilmembers:_____

NOES: Councilmembers:_____

ABSENT: Councilmembers:_____

ABSTAIN: Councilmembers:_____

WITNESS my hand and the seal of said City this 26th day of May 2026.

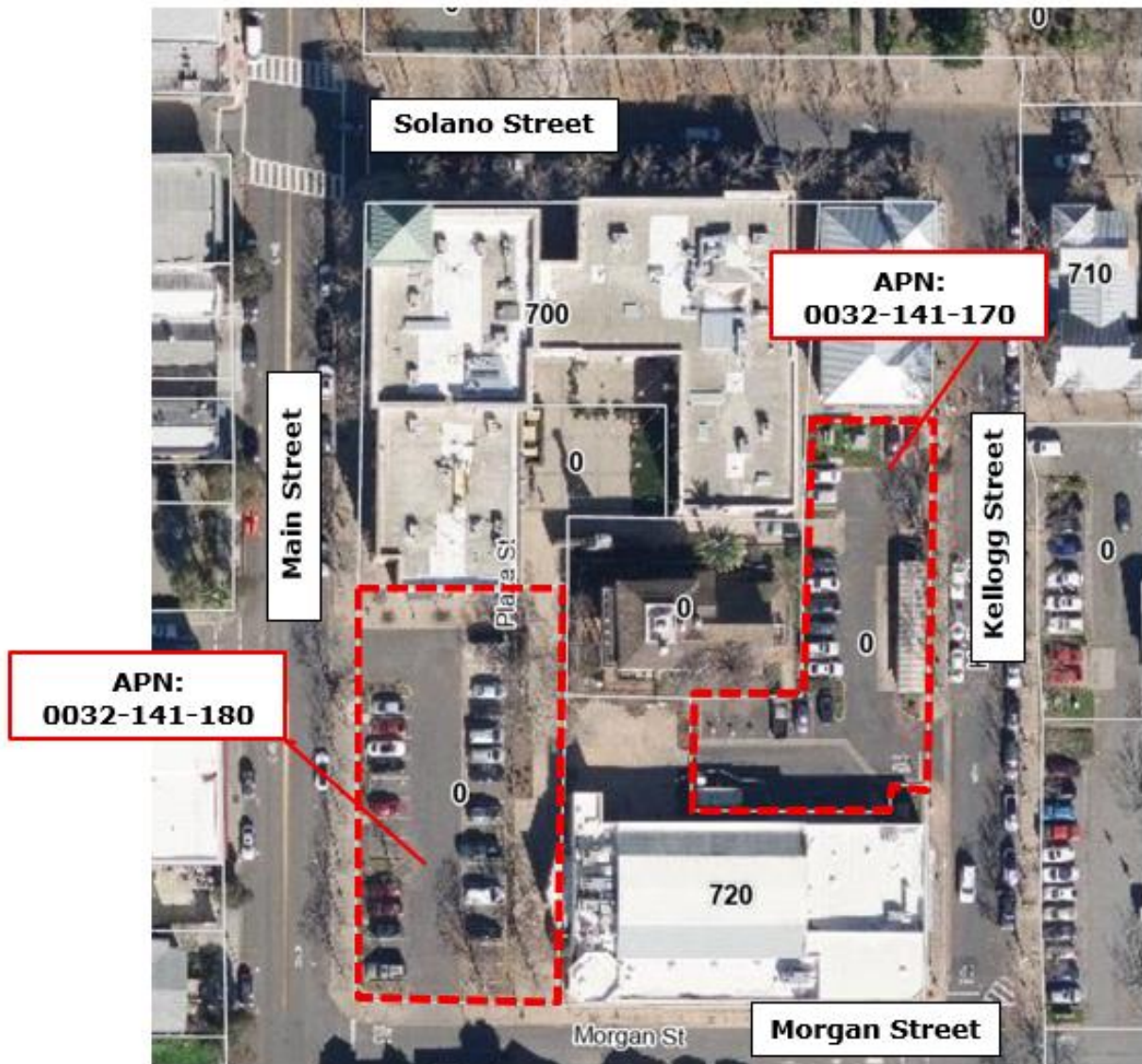
ATTACHMENT 3

Alma Hernandez, Mayor
City of Suisun City

ATTEST:

Anita Skinner, CMC
City Clerk

EXHIBIT A
Properties Location Map



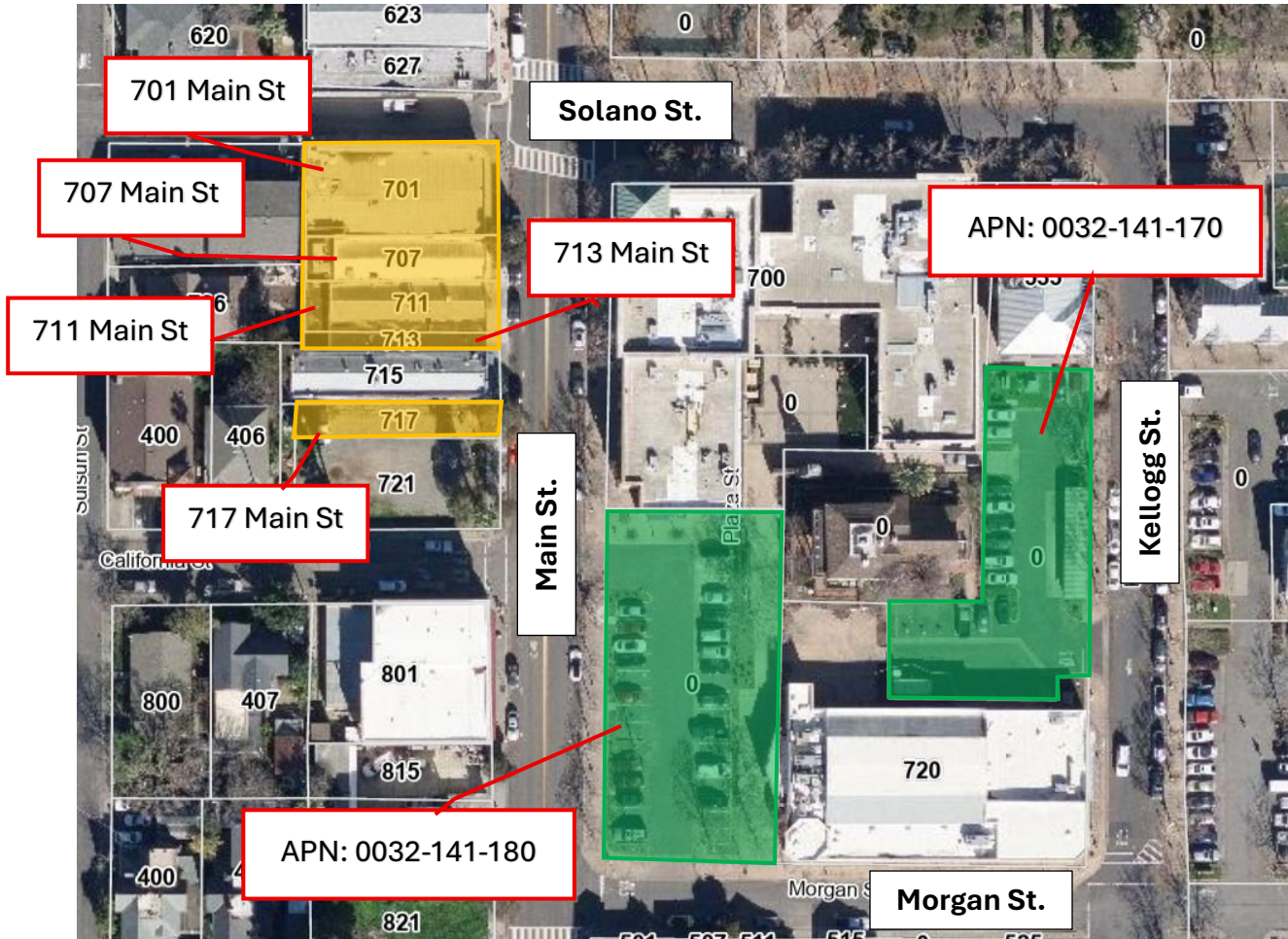
ATTACHMENT 3

EXHIBIT B Purchase and Sale Agreement

[NOTE: PSA will be inserted upon execution]

ATTACHMENT 4

Location Map



MAIN STREET PARCELS			
ADDRESS	APN	OWNER	BUYER
701 Main St	0032-130-010	Successor Agency	CF Suisun 1 LLC
711 Main St	0032-130-030		
713 Main St	0032-130-040		
717 Main St	0032-130-060		
707 Main St	0032-130-020	Housing Authority	

PARKING LOT PARCELS			
ADDRESS	APN	OWNER	BUYER
N/A	0032-141-180	City	CF Suisun 2 LLC
N/A	0032-141-170		

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale and Joint Escrow Instructions (“**Agreement**”) is made as of this ____ day of _____ 2026 (“**Effective Date**”) by and between the Successor Agency to the Suisun City Redevelopment Agency (“**Seller**”) and CF Suisun 1 LLC, a Delaware limited liability company (“**Buyer**”). Buyer and Seller are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller is the owner of four (4) parcels of land described on Exhibit “A-1 through A-4” including any improvements located thereon (the “**Property**”). The Property is comprised of 701 Main Street (APN 0032-130-010); 711 Main Street (APN 0032-130-030); 713 Main Street (APN 0032-130-040); and 717 Main Street (APN 0032-130-060).

B. Seller has determined the Property is State Surplus Lands Act (California Government Code section 54220 *et seq.*) (“**SLA**”) exempt, being less-than a half-acre of real property, and Buyer desires to acquire the Property as a State Surplus Lands Act exempt less-than half-acre real property.

C. The Seller desires the orderly redevelopment of the Properties and accordingly, following Close of Escrow, the Parties agree to negotiate in good faith, with the goal of ultimately executing, a Development Agreement that addresses matters that includes, but shall not necessarily be limited to, the following: (a) use, intensity and density, maximum floor area, and maximum height of development on the Property, including requirements for timing of construction; (b) public benefits, (c) the amount of retail frontage; (d) parking quantities sufficient to serve the future development; (e) CEQA compliance; and (f) such other matters related to the future development of the Property that the Parties may desire to include (“**Development Agreement**”).

D. Buyer and Seller now desire to document the terms and conditions for Buyer’s purchase of the Property from the Seller, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Salient Terms.

- | | |
|---------------------|---|
| (a) Effective Date: | Effective Date as defined above |
| (b) Purchase Price: | One Hundred Seventy-Four Thousand Five Hundred Dollars (\$174,500) subject to any prorations described herein |
| (c) Buyer: | CF Suisun 1 LLC |

- (d) Seller: Successor Agency to the Suisun City Redevelopment Agency
- (e) Deposit: Ten Thousand Dollars (\$10,000)
- (f) Independent Consideration: One Hundred Dollars (\$100.00)
- (g) Liquidated Damages Amount: Total Deposit (\$10,000)
- (h) Real Property: Approximately 0.21 acres on 4 parcels located in Solano County within the City of Suisun (APNs: 032-130-010, 032-130-030, 032-130-040, and 032-130-060).
- (i) Closing Date: Fifteen (15) days following the satisfaction of all Buyer conditions and Seller conditions as described in Section 7 below, including the completion of the Solano Countywide Consolidated Oversight Board ("**Oversight Board**") approval of this Agreement and any State of California Department of Finance ("**DOF**") review of the Oversight Board's action in the event DOF requests such review but in no event later than December 1, 2026; subject to the right of repurchase described in Section 9.
- (j) Escrow Holder: Placer Title Company, Fairfield, CA, Kelly Guglielmo
- (k) Official Records: The real property records of Solano County, California
- (l) Development Agreement: A statutory development agreement or another form of vested approval governing the future development of the Property or any portion thereof entered into by Seller (or any of its affiliated entities or governmental bodies) and Buyer (or any of its affiliated entities), as additionally described in Recital C.
- (m) Re-Development Date: The date upon which Seller (or any of its affiliated entities or governmental bodies) and Buyer (or any of its affiliated entities) enter into a Development Agreement.
- (n) Re-Purchase Price: The sum of the Purchase Price, plus Independent Consideration, plus Demolition Expenses prorated pursuant to Section 10.2 plus Buyer's reasonable and documented actual costs of demolishing the Existing Improvements in excess of the Demolition Expenses prorated pursuant to Section 10.2 plus an escalation of said Re-Purchase amounts at the rate of three percent (3%) per annum from the date of incurring the cost (e.g., closing date and date Demolition Expense is incurred)

through the date of closing on the re-purchase (by way of example only, if the reasonable and documented actual costs of demolishing the Existing Improvements is \$75,000 then the Re-Purchase Price would be calculated as follows: (a) Purchase Price (\$174,500-\$59,500 = \$115,000) plus (b) Demolition Expenses prorated (\$59,500) plus (c) Buyer's reasonable and documented actual costs of demolishing the Existing Improvements in excess of the prorated Demolition Expenses (\$75,000-\$59,500 = \$15,500), which amounts to \$190,000, plus (d) the 3% per annum escalation).

- (o) Re-Purchase Agreement: A purchase agreement in form and substance substantially similar to this Agreement whereby Seller purchases the Property back from Buyer at the Re-Purchase Price and with any required escrow deposits thereunder (other than the independent consideration).
- (p) Exhibits: A: Description of Property
B: Grant Deed Form
C: Bill of Sale Form

2. Agreement of Purchase and Sale. Buyer agrees to buy and the Seller agrees to sell, on all the terms and conditions stated herein, the real property described in Section 1(h) above and all improvements thereon upon the Closing Date (the “**Real Property**”), together with Seller’s interest, if any, in: (i) any easements, rights of way, privileges, licenses, appurtenances and other rights and benefits of Seller or belonging to the Real Property, including Seller’s interest in any and all intangible personal property arising out of or in connection with the ownership or operation of the Real Property (including the right to use the current names of the Real Property), (ii) all licenses, permits, entitlements, certificates of occupancy and franchises issued to Seller by federal, state or local municipal authorities relating to the use, maintenance, occupancy or operation of the Real Property, (iii) all personal property and fixtures (if any) owned by Seller and located on the Real Property and that are used or useful in connection with the Real Property, and (iv) all warranties given by third parties with respect to the Real Property (collectively, the “**Property**”).

3. Purchase Price. The purchase price (“**Purchase Price**”) for the Property shall be the amount of One Hundred Seventy-Four Thousand Five Hundred Dollars and 00/100 Dollars (\$174,500) subject to prorations described in Section 10 herein and shall be paid as follows:

3.1. Deposit. Prior to the end of the Contingency Period (as defined in Section 7 below), Buyer shall deposit with Placer Title Company (“**Escrow Holder**”), Ten Thousand and 00/100 Dollars (\$10,000.00) in cash or other immediately available funds (“**Deposit**”). The Deposit, and all interest accrued thereon, if any, shall be credited to the Purchase Price upon the Close of Escrow (as defined in Section 4.2, below). Unless retained in connection with a default by Seller, the Deposit shall be released to Seller and shall become nonrefundable to Buyer on the expiration of the Contingency Period.

3.2 Balance of Purchase Price. On or before the Close of Escrow, Buyer shall deposit with Escrow Holder the balance of the Purchase Price, in immediately available funds, which shall be paid to Seller at Close of Escrow, plus or minus the closing adjustments and prorations described in Section 10 herein.

3.3 Independent Consideration. Buyer shall deposit into Escrow within three (3) business days following the mutual execution hereof, in addition to the Deposit described above, the Independent Consideration. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer hereunder, including, without limitation, the right and option to terminate this Agreement as provided herein. The Independent Consideration shall be disbursed to Seller immediately following Buyer's deposit thereof into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement and the Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Deposit is returned to Buyer. The Independent Consideration shall not be applicable to the Purchase Price or treated as consideration given to Buyer for any purpose other than as provided herein. The parties intend and agree that the amount of the Independent Consideration is sufficient consideration for the rights and options extended to Buyer hereunder and that it satisfies the threshold for sufficient consideration for such rights and options as articulated in *Steiner v. Thexton* (2010) 48 Cal. 4th 411.

4. Escrow.

4.1 Opening of Escrow. Within three (3) business days after Effective Date, Buyer shall open escrow ("**Escrow**") with Escrow Holder. Buyer and Seller agree to execute and deliver to Escrow Holder, in a timely manner, such supplemental escrow instructions as are reasonably necessary to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" section of the Agreement.

4.2 Closing Date. "**Close of Escrow**", or the "**Closing Date**," is the date upon which the Grant Deed conveying title to the Property to Buyer is recorded with the County Recorder of Solano County and all funds are disbursed from escrow. The Closing Date shall occur as set forth in Section 1(i).

5. Title.

5.1 Conditions of Title. The Property shall be conveyed to Buyer by Seller by a grant deed, substantially in the form attached hereto as Exhibit B (“**Grant Deed**”), subject only to (a) intentionally omitted; (b) such title matters (other than liens to secure payment of real estate taxes and assessments, including supplemental taxes) affecting the Property created by or with the written consent of Buyer; (c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; (d) all matters which would be apparent from an inspection of the Property; (e) all matters which would be disclosed by a survey of the Property; and (f) exceptions which are approved and/or accepted by Buyer in accordance with Section 7.1(i) of this Agreement (collectively, “**Approved Conditions of Title**”)

5.2 Title Policy. Title shall be evidenced by Escrow Holder’s title insurance underwriter (“**Title Company**”) issuing its American Land Title Association (“**ALTA**”) 2021 Extended Coverage Owner’s Policy of Title Insurance to Buyer in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title and containing such endorsements thereto as may reasonably be requested by Buyer (the “**Title Policy**”). Buyer shall pay all expenses of issuing the Title Policy, including any survey costs associated with and any endorsements to such Title Policy.

6. Condition of Property.

6.1 From the Effective Date to the Closing Date (the “**Escrow Period**”), Buyer and Buyer’s agents, employees and consultants shall have a nonexclusive license to enter upon the Property for the purpose of allowing Buyer to conduct reasonable engineering and soils tests, environmental surveys, inspections of completed work and all improvements on the Property, feasibility and other economic studies, surveys and other examinations of the Property Buyer deems appropriate.

6.2 Buyer shall indemnify, defend and hold Seller free and harmless from all loss or liability (including, without limitation, attorneys’ fees) arising from such activities of Buyer and its agents and employees upon the Property prior to the closing, and from all mechanic’s, materialmen’s and other liens resulting from any such conduct of Buyer and its agents and employees. Buyer, at Buyer’s sole cost and expense, shall immediately restore the Property to its reasonable condition existing immediately prior to Buyer’s inspections if, for any reason, the Property is not transferred by Seller to Buyer. Until restoration is complete, Buyer shall take all steps necessary to ensure that any conditions on the Property created by Buyer’s inspections do not interfere with the normal operation of the Property, create any dangerous, unhealthy, unsightly or noisy conditions on the Property. The provisions of this Section shall survive the termination of this Agreement.

6.3 BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING IN ANY WAY, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO THE DUE DILIGENCE MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY; AND (F) THE EXISTENCE OF HAZARDOUS MATERIALS IN, UNDER OR AFFECTING THE PROPERTY; AND, EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN ANY DOCUMENT EXECUTED BY SELLER AT THE CLOSING, BUYER IS PURCHASING THE PROPERTY "AS IS-WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

Buyer

Seller

7. Conditions.

7.1. Buyer Conditions. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated herein below for the satisfaction of each such condition or in the event there is no date designated below the condition shall be satisfied (or Buyer's waiver in writing thereof) prior the Close of Escrow (collectively, the "**Buyer Conditions Precedent**"):

(i) Title. Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) a Preliminary Report issued by Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. Buyer shall have until 5:00 PM (local time) on the date that is twenty-one (21) calendar days following the Effective Date ("**Title Review Period**") to give Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the Title Documents, except that the then-current individual holding the title of "City Manager" of Suisun City, California (the "**City Manager**") may grant extensions to the Title Review Period, if: (i) requested in writing by Buyer prior to the end of the Title Review Period, and (ii) the City Manager determines, acting reasonably and in good faith, that the

Buyer is making diligent and good faith efforts to complete the title review. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's disapproval of the Title Documents. Seller shall give Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which Seller is unwilling or unable to have eliminated from title to the Property by the Close of Escrow within ten (10) days after Buyer's Title Notice is received by Seller, if Buyer's Title Notice provides a disapproval, or Buyer is deemed to have disapproved, of any matter of title shown in the Title Documents. Seller's failure to provide Seller's Title Notice within said ten (10) day period shall be deemed Seller's election not to remove any of the disapproved exceptions in Buyer's Title Notice;

(ii) Inspection and Studies/Costs. During the Contingency Period (defined below), Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "**Buyer's Representatives**") shall have the right to enter upon the Property and conduct any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as Buyer may elect to make or maintain. Buyer's and Buyer's Representatives entry upon the Property for purposes of conducting any invasive inspections, including but not limited to any Phase 2 environmental site assessment or geotechnical studies, shall be conducted pursuant to a property entry agreement in a form reasonably acceptable to Seller. The cost of any such inspections, tests and/or studies shall be borne by Buyer. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection; provided, however, that in no event shall Buyer be required to restore or repair any Existing Improvements (hereinafter defined) in connection therewith. On or prior to 5:00 PM (local time) on the date that is thirty (30) calendar days following the Effective Date (the "**Contingency Period**"), Buyer shall deliver to Seller and Escrow Holder written notice (the "**Contingency Period Notice**") of its approval or disapproval of the Property, except that the City Manager may, but is not obligated to, grant extensions to the Contingency Period, if: (i) requested in writing by Buyer prior to the end of the Contingency Period, and (ii) the City Manager determines, acting reasonably and in good faith, that the Buyer is making diligent and good faith efforts to complete the inspections. The Contingency Period Notice may, but need not, be combined with the Buyer's Title Notice. The failure of Buyer to timely deliver the Contingency Period Notice shall be deemed to constitute Buyer's approval of the Property. In the event the Contingency Period Notice contains Buyer's unequivocal election to disapprove the Property and cancel escrow, then the Deposit, including all accrued interest (less the costs of cancelling Escrow), shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement. Prior to the expiration of the Contingency Period Buyer may terminate this Agreement at any time for any reason at the sole discretion of Buyer;

(iii) Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer as described in Section 6, above;

(iv) Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(v) Seller's Obligations. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, including the presentation to and the completion of the Oversight Board's review and approval of this Agreement and any DOF review of the Oversight Board's action, in the event DOF requests such review, and there shall have been no material adverse changes in the physical condition of the Properties since Buyer's inspection; and

(iv) Demolition Permits. As of the Close of Escrow, provided that Buyer files a complete demolition permit application with Seller (or the applicable associated governmental body) no less than thirty (30) days prior to the scheduled date for the Close of Escrow, Seller (or its applicable affiliated entity or governmental body) shall have issued to Buyer all permits and approvals necessary or desirable for the demolition of all existing improvements presently located in, on or under the Property (collectively, "**Existing Improvements**"), including but not limited to the removal and disposal thereof, and any other associated post demolition grading and site work (such work being collectively, the "**Demo Work**", and such permits and approvals being collectively, the "**Demo Permits**").

7.2. Failure of Buyer Condition. Upon failure to satisfy any of the conditions stated herein which run in Buyer's favor (provided Buyer has timely notified Seller of the failure of the condition), unless there is a written waiver of said condition by Buyer, the Deposit together with fee and cost monies transferred by Buyer to Escrow Holder as set forth under Section 3.1 herein shall be returned to Buyer, the parties shall be returned to their original position as existed prior to the execution hereof, and this Agreement shall be declared null and void and of no further force or effect, except as otherwise provided herein. Should Buyer waive any Buyer conditions in writing, this Agreement shall remain in force as if the condition had not been included herein.

7.3. Seller Conditions. The Close of Escrow and Seller's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or, where applicable, Seller's waiver thereof) for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions (collectively, the "**Seller Conditions Precedent**"), or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow; and

(iii) Oversight Board Approval. The Oversight Board shall have completed its review and approval of this Agreement and the DOF shall complete any review of the Oversight Board's action, in the event DOF requests such review, and in the event such actions have not been completed by the Closing Date, the Closing Date shall be extended for up to sixty (60) days; and

(iv) Purchase Price. Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

7.4. Failure of Seller Condition. Upon failure to satisfy any of the conditions stated herein which run in Seller's favor (provided Seller has timely notified Buyer of the failure of the condition and Buyer has failed to cure the same within five (5) business days with respect to the payment of any sum due hereunder, or within thirty (30) days thereafter with respect to all other obligations), unless there is a written waiver of said condition by Seller, the Deposit together with fee and cost monies transferred by Buyer to Escrow Holder as set forth under Section 3.1 herein shall be returned to Buyer, the parties shall be returned to their original position as existed prior to the execution hereof, and this Agreement shall be declared null and void and of no further force or effect, except as otherwise provided herein. Should Seller waive any Seller conditions in writing, this Agreement shall remain in force as if the condition had not been included herein.

8. Remedies for Breach.

(a) Buyer's Breach. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED DUE TO BUYER'S DEFAULT WHICH CONTINUES FOLLOWING WRITTEN NOTICE FROM SELLER FOR MORE THAN FIVE (5) BUSINESS DAYS WITH RESPECT TO THE PAYMENT OF ANY SUM DUE HEREUNDER, OR FOR MORE THAN THIRTY (30) DAYS WITH RESPECT TO ALL OTHER OBLIGATIONS, THEN SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO RETAIN THE DEPOSIT AND ALL ACCRUED INTEREST THEREON, AND BUYER SHALL DELIVER TO SELLER ALL STUDIES, REPORTS, SOILS ANALYSIS AND SIMILAR DOCUMENTS REGARDING THE PROPERTY IN BUYER'S POSSESSION, WITHOUT COST TO SELLER, AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE EXTREMELY IMPRACTICABLE AND DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT BUYER'S RESTORATION OBLIGATIONS, OR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS

BUYER'S INITIALS

(b) Seller's Breach. If the transfer of the Property from Seller to Buyer does not close as a result of a default by Seller under this Agreement, Buyer shall be entitled only to elect

one of the following remedies as Buyer's sole and exclusive remedy: (i) the return of the Deposit, (ii) an action for specific performance of this Agreement for the delivery of the Property, or (iii) any other remedy available to Buyer at law or equity.

9. Seller's Re-Purchase Option.

9.1 Exercise of Re-Purchase Option. In addition to any other rights and remedies available to Seller hereunder, in the event Buyer fails to enter into the Development Agreement described in Section 9.3, Seller shall be entitled, in its sole and absolute discretion exercised no earlier than the first day of the twenty fourth (24th) month following the Close of Escrow and no later than the last day of the thirty-sixth (36th) month of the Close of Escrow (the "**Re-Purchase Option Period**"), to repurchase the Property at the Re-Purchase Price, with any of the then-current improvements thereon in their as-is where-is condition (the "**Re-Purchase Option**"), from Buyer pursuant to a Re-Purchase Agreement by delivering written notice to Buyer of Seller's exercise of such right at any time prior to the Re-Development Date, time being of the essence; provided that the Re-Purchase Option Period may be extended twice by 6th month increments if the City Manager determines the Parties have made substantial progress and are working in good faith to complete the Development Agreement described in Section 9.3; provided further that in the event an Environmental Impact Report ("EIR") is required for the Development Agreement the Re-Purchase Option Period shall be tolled from the period commencing at the filing of a Notice of Preparation until publication of the Final EIR. In order to be effective, exercise of the Re-Purchase Option shall be accompanied by the opening of escrow with Escrow Holder and Seller's deposit into escrow of the required deposit and independent consideration in connection therewith, time being of the essence. If validly exercised, the Parties shall enter into a Re-Purchase Agreement within thirty (30) days following Seller's exercise. In the event of Seller's exercise of the Re-Purchase Option for the failure to enter into a Development Agreement, Seller acknowledges that any plans, designs, schematics, or other materials related to the potential development of the Property or any portion thereof that are prepared by or at the direction of Buyer (or its affiliates) are Buyer's work product and owned by Buyer and may not be used by Seller or any third party with respect to the development of any other property or with respect to the Property without Buyer's consent.

9.2 Survival / Recording. This Section 9 shall survive the Closing and conveyance of title to the Property. In no event shall this Agreement or any memorandum hereof be recorded in Official Records without the prior written consent of both Buyer and Seller, which consent may be withheld in either party's sole and absolute discretion; provided, however, that in the event Buyer desires to transfer title to a third party, Buyer shall first be required to provide Seller with a written assumption of Buyer's obligations under this Section 9 from such transferee.

9.3 Development Agreement. The Parties agree to use good faith efforts to enter into a Development Agreement as described in Recital C prior to the commencement of the Re-Purchase Option Period. In addition to the items described in Recital C, the Development Agreement also shall address Buyer's commitment to financially contribute or install public art on or in the vicinity of the Property to create or be part of an public art walk in an amount of no less that 0.5 percent of the construction cost of the development on the Property above and beyond any public art or in lieu public art contribution made by Buyer pursuant to Suisun City Municipal Code Section 13.14.030 and also shall provide for a credit to Buyer for reasonable and documented actual

demolition costs in excess of the Demolition Expenses prorated under Section 10.2 that are incurred by Buyer in connection with the Property against City of Suisun Development Fees that may be imposed and owing for the redevelopment of the Property. All application fees, review fees, impact fees and other costs typically charged to developers by the City of Suisun in connection with the negotiation of development agreements, including but not limited to third-party planning and related processing review fees and costs (collectively, “**Development Fees**”) shall be borne by Buyer in connection with the Development Agreement. Buyer acknowledges that while Seller is entering into this Agreement in its proprietary capacity, Seller retains full and complete discretion in its regulatory capacity as to whether to approve any Development Agreement or related development proposal on the Property. By execution of this Agreement, Seller is not committing itself to, or agreeing to, undertake approval of any particular project or Development Agreement. Any action taken by the Seller in the exercise of its reasonable and good faith discretion relating to any analysis of a project required by CEQA or on any application for a discretionary permit, approval, Development Agreement or agreement or approvals required to develop and construct a project shall not constitute a default or a breach of the terms of this Agreement by Seller.

10. Prorations.

10.1 Taxes. Property taxes shall be prorated at Close of Escrow, if applicable. Seller shall also be responsible for and pay at the Close of Escrow any outstanding penalties and or late fees as to property taxes and or assessments

10.2 Demolition Expenses. Expenses credited to Buyer at Close of Escrow for the costs of performing the Demo Work shall be the amount of Fifty-Nine Thousand Five Hundred Dollars (\$59,500).

10.3 Other Expenses. All expenses for the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow based upon the latest available information.

11. Closing Costs. Buyer shall pay for the premium for the Title Policy. All escrow fees, recording fees, and all other costs of escrow or closing shall be divided equally between the parties at Close of Escrow.

12. Possession. Possession shall be delivered to Buyer on Close of Escrow.

13. Seller’s Representations and Warranties. Seller hereby represents and warrants the following to Buyer for the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date (except that any representation which was made “as of the date of this Agreement” shall be true only as of the date of this Agreement) and shall survive the Closing and conveyance of title to the Property:

(a) Authority. Subject to the Oversight Board’s review and approval of this Agreement and any DOF review of the Oversight Board’s action, Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. The individuals executing this

Agreement and the instruments referenced herein on behalf of Seller hereby represent and warrant that they have the power, right and authority to bind Seller.

(b) Action. All requisite action has been taken by Seller and all requisite consents have been, or shall be, obtained, in connection with the entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any other party is required except as specifically acknowledged by this Agreement.

(c) Binding. This Agreement is, and all agreements, instruments and documents to be executed by Seller pursuant to this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

(d) No Default. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which Seller is a party or by which Seller may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Seller or to the Property.

(e) Contracts. As of the Close of Escrow, Seller will not be a party to any service contracts, management agreements, or any leases, licenses or other occupancy agreements affecting the Property.

(f) Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against or relating to Seller or the Property, including, without limitation, any condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement

(g) Existing Improvements. As of the date of this Agreement and Close of Escrow, Seller has no actual knowledge of (i) any condition of the Property that would prohibit in whole or in part Buyer from demolishing the same upon holding the Demo Permits, and (ii) any other governmental permits or approvals, other than the Demo Permits, that are required for Buyer to demolish the Existing Improvements.

(h) Environmental Matters. To Seller's actual knowledge, as of the Effective Date and the Closing Date:

(i) Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other form or informal notice alleging that conditions on the Property are or have been in violation of any applicable law, rules, or regulation which would require remediation of Hazardous Materials (hereinafter defined) by a governmental authority in, on, under or from the Property (collectively, "**Environmental Laws**"), or informing Seller that the Property is subject to investigation in inquiry regarding Hazardous Materials on the

Property or upon the parking lot improvements or the potential violation of any Environmental Laws;

(ii) There is no monitoring program required by the United States Environmental Protection Agency or any similar state agency concerning the Property or its improvements; and

(iii) Seller has disclosed to Buyer all material information, records, and studies maintained by Seller in connection with the Property and its improvements concerning Hazardous Materials.

For purposes of this Agreement, the term “**Hazardous Materials**” means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6901 et seq.), as amended (“**CERCLA**”), or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended (“**RCRA**”), or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead or electromagnetic waves.

14. Representations and Warranties of Buyer. Buyer hereby represents and warrants the following to Seller for the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date and shall survive the Close of Escrow and conveyance of title to the Property hereunder:

(a) Buyer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby, and that the individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the power, right and authority to bind Buyer.

(b) All requisite action has been taken by Buyer and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any other party is required.

(c) This Agreement is, and all agreements, instruments and documents to be executed by Buyer pursuant to this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Buyer and enforceable in accordance with their respective terms.

(d) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument or any other obligation to which Buyer is a party or to which Buyer may be bound or affected, or under any law, statute, ordinance, rule, governmental

regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Buyer or to the Property.

15. Seller's Deliveries. At least two (2) business days prior to the Closing Date, Seller shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate, and such other items as follows:

- (a) The Grant Deed conveying title to the Property;
- (b) A bill of sale in the form attached hereto as Exhibit C (the "**Bill of Sale**");
- (c) Such funds as may be necessary to comply with Seller's obligation hereunder regarding prorations, costs, expenses, and removal of liens or encumbrances, and payment of taxes and assessments (unless otherwise paid by Buyer under the terms of this Agreement); and
- (c) Such other documents as may be reasonably requested by Escrow Holder or the Title Company.

16. Buyer's Deliveries. At least two (2) business days prior to the Closing Date, Buyer shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate, and such other funds and items as follows:

- (a) A Preliminary Change of Ownership Statement in form required to enable the Closing in Solano County;
- (b) Deliver the balance of the proceeds due to close the Escrow; and
- (c) Such other documents as may be reasonably requested by Escrow Holder or Title Company.

17. Escrow Holder's Actions. At the Close of Escrow, subject to Escrow Holder having received the documents and monies required to be deposited into Escrow pursuant to this Agreement and Escrow having received no written notice by a party that a condition precedent to its obligation to close has not been satisfied, Escrow Holder shall be instructed by the parties hereto to do each of the following:

- (a) Duly record the Grant Deed in the Official Records and arrange for the delivery to the parties conformed copies thereof as soon as available.
- (b) Cause the Title Company to deliver the Title Policy to Buyer.

18. Time. Time is of the essence of this Agreement.

19. Real Estate Brokerage. Buyer and Seller each represent and warrant that they have not dealt with any salesman, broker, or finder with respect to this transaction. Buyer and Seller represent and warrant that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transactions contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other with respect to such representation and warranty.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be deemed received (i) if hand delivered, then upon personal delivery to the party to whom the notice is directed, (ii) if sent by reputable overnight delivery service for next business day delivery and fee prepaid, then one (1) business day after delivery to the delivery service, (iii) if sent by facsimile or by e-mail, then the same business day if sent prior to 5:00 pm California time (or the next business day if sent after 5:00 pm California time), and provided that there has been no indication of failure of transmission (provided that, unless receipt has been confirmed, a confirmation copy of any such notice sent by e-mail shall also be sent by another method of delivery permitted pursuant to this Section 20), and (iv) if sent by mail, then three (3) business days following its deposit in the United States mail, postage prepaid, addressed to the applicable party as set forth below.

To Seller: Successor Agency to the Suisun City Redevelopment Agency
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: Executive Director

To Buyer: California Forever
1750 Prairie City Road, Suite 130 #782
Folsom, CA 95630
Attn: Land Management

With a copy to:

Custer Melnyk LLP
81 Broadway St, Suite 201-070
Asheville, NC 28801
Attn: Richard W. Melnyk, Esq.

21. Attorneys' Fees. If either party hereto prevails against the other in litigation concerning any part of this Agreement, such successful party shall be entitled to its reasonable attorney's fees, including investigation and costs of discovery, and costs connected with such action in addition to all other recovery or relief.

22. Indemnity and Hold Harmless. To the fullest extent permitted by law, and excluding Claims (hereinafter defined) arising from Seller's gross negligence or willful misconduct, Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise directly from this Agreement, or, should Buyer close on the Property, Buyer's purchase of the Property generally,

including but not limited to any alleged failure to act as required by law (collectively, "Claims"). This indemnification shall include, but not be limited to, damages awarded against the Seller, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding, whether incurred by Buyer, Seller, and/or the parties initiating or bringing such proceeding (if so awarded to a third party by a court of competent jurisdiction). Buyer shall indemnify the Seller for all of Seller's reasonable costs, attorneys' fees, and damages which Seller incurs in enforcing the indemnification provisions set forth in this condition. Buyer shall pay to the Seller upon demand or, as applicable, to counsel of Seller's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. The provisions of this Section shall survive the termination of this Agreement and extend twelve (12) months following the Closing Date.

23. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, representations and memoranda. No other representations, warranties or covenants have been made, relied upon or survive the execution of this agreement. The invalidity of any one of the covenants, agreements, conditions or provisions of this agreement or any portion thereof shall not affect the remaining portions hereof, and this agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein. All modifications hereof shall be in writing signed by both Buyer and Seller.

24. Further Assurances. Seller and Buyer agree that at any time or from time to time after the execution of this Agreement and whether before or after the Close of Escrow they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as are necessary in order to fully effect the purpose of this Agreement.

25. Survival. Except as may be otherwise specified herein, any representations or warranties made in this Agreement and any exhibit or amendment hereto shall survive the Close of Escrow.

26. Successors. The terms, covenants and conditions of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

27. Assignment. Seller may assign its rights hereunder so long as it covenants to remain responsible for the full performance hereof through the expiration of the Re-Purchase Option Period. Buyer may assign this Agreement and its rights and obligations hereunder (and under all of the documents and agreements to be executed at Closing hereunder (the "**Collateral Documents**") with notice to Seller, but without obtaining Seller's prior written consent, so long as the assignment is to a corporation, partnership or limited liability company which (i) is controlled and substantially owned by Buyer, is under common ownership with Buyer, or is otherwise an affiliate of Buyer, or (ii) results from the merger or consolidation with Buyer. In the event of an assignment of this Agreement by Buyer in accordance with the terms of this Paragraph, the assignor shall be released from any further liability hereunder which arises from and after the date of assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. Except as expressly set forth hereinabove Buyer shall have no right to assign or otherwise transfer its right and interest under this Agreement or in

the Property through the expiration of the Re-Purchase Option Period without Seller's prior written consent.

28. Governing Law. This agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed as determined according to such law.

29. Condemnation. In the event that, prior to the Close of Escrow, a governmental entity shall commence any action of eminent domain to take any portion or all of the Property, the Buyer, at Buyer's sole and absolute discretion, shall be entitled to terminate and cancel this Agreement in which this Agreement shall be null and void and the Deposit along with any other funds deposited or transferred by Buyer to Escrow Holder shall be immediately returned to Buyer.

30. Meaning of Certain Words. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

31. Headings and Labels. All article and paragraph titles or captions are for convenience only and shall not be deemed a part of this Agreement.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

33. Exclusivity. Except as otherwise expressly provided below, commencing on the Effective Date and continuing until Closing or termination of this Agreement, Seller shall not offer the Property or any interest therein for sale or lease to any other party, or negotiate, solicit, or entertain any offers to sell or lease the Property. Seller may issue on or more short term (i.e. daily, weekly or monthly) licenses authorizing use of all or a portion of the Property, including for parking purposes, provided the term of such license(s) shall not extend beyond the Closing.

34. Amendment. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement. The City Manager shall be authorized to execute all amendments that do not alter Purchase Price.

(Signatures to Follow)

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date above.

EFFECTIVE DATE: _____, 2026

BUYER:

CF Suisun 1 LLC

By: Jan Sramek_____
Its: Manager_____

SELLER:

**Successor Agency to the Suisun City
Redevelopment Agency**

By: _____
Its: _____

ATTEST:

By: _____
Its: City Clerk

COUNTERSIGNED:

By: _____
Its: City Auditor

APPROVED AS TO FORM:

By: _____
Its: City Attorney

EXHIBIT "A"**Property Description****Parcel 1**

Being a portion of Lot One (1) in Block Two (2), as the same is shown on that certain map entitled: "Plan of Suisun City, together with Jackson's Addition", which map was filed in the Office of the County Recorder of Solano County, California on August 29, 1859 in Book 1 of Maps, Page 105, described as follows:

Beginning at the Southwest corner of Main and Solano Streets in the City of Suisun City, as indicated by the bank building on said lot; thence along the Southerly line of Solano Street, being the Northerly side of said bank building, Westerly 94.65 feet to the West line of said Lot 1; thence along the West line of said Lot 1 and the West line of said bank building, Southerly 46.15 feet to the Northerly line of the property of Charles W. Koch; thence Easterly at right angles along the Northerly line of the land of said Charles W. Koch and along the middle of the present party wall, 95 feet to a point on the West line of Main Street, as indicated by said bank building; thence at right angles Northerly along Main Street, 46 feet to the point of beginning.

APN: 0032-130-010

Parcel 2

That portion of Lots 1 and 2 in Block 2, as shown on the Map of the City of Suisun City, filed in the Office of the County Recorder of Solano County, California, August 29, 1859, described as: beginning at a point on the West side of the Plaza, also known as Main Street, that is 93.72 feet North from the North line of California Street, said point being in a line with the North face of a brick wall 17 inches thick which forms the North boundary of the land described in Decree Quieting Title in favor of T. O. Dowdell, recorded February 15, 1923, in Book 265 of Deeds, at Page 88, Instrument No. 646; thence North along the West side of said street a distance of 36.38 feet to a line between two brick walls, one of which is the brick wall of the building located on the land hereby described and the second of which is the brick wall of the building located on the land described as Parcel No. 3 in deed to Leonora Koch, recorded December 16, 1930, in Book 65 of Official Records, Page 430, Instrument No. 5010; thence West along the line between said two brick walls a distance of 100 feet, more or less, to the West line of said Lot 2; thence South along said line a distance of 30 feet, more or less, to the North line of the property described in said Decree Quieting Title in favor of T. O. Dowell, hereinbefore referred to; thence along the Northerly line of the land described in said decree the following three courses and distances, to-wit: East approximately 1 foot to an angle in boundary of said land; thence South 6.42 feet; thence East along the North line of the brick wall of the building located on said land described in said Decree Quieting Title a distance of 94.97 feet to the point of beginning.

APN: 0032-130-030, 0032-130-040

Parcel 3-A

Commencing at a point which is 48 feet 6 inches North of the intersection of the West line of Main Street, with the North line of California Street, as the same is shown on the Official Map of the Town of Suisun City, which map is now on file in the Recorder's Office of Solano County; thence following the West line of Main Street, North 20 feet; thence West 100 feet; thence South 20 feet; thence East 100 feet to the point of beginning and being a portion of Lot 2, in Block 2, as shown on the Official Map of the Town of Suisun City which map was filed in the Solano County Recorder's Office on August 29, 1859 in Book 1 of Maps, Page 105.

Parcel 3-B

All that portion of said alley as abandoned and vacated by Resolution recorded March 12, 1941, Instrument No. 2046, Book 225, Page 34, Solano County Records, lying to the West and adjacent to Parcel One above.

APN: 0032-130-060

EXHIBIT "B"**Grant Deed Form****RECORDING REQUESTED BY:**

Placer Title Company
 1300 Oliver Rd., Suite 120
 Fairfield, CA 94534

**WHEN RECORDED MAIL
DOCUMENT AND TAX
STATEMENTS TO:**

CF Suisun 1 LLC
 c/o California Forever
 1750 Prairie City Rd, Suite 130 #782
 Folsom, CA 95630
 Attn: Land Management

ESCROW: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is
 \$ _____

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ unincorporated area of Solano County
☒ city of Suisun City

AND

FOR VALUABLE CONSIDERATION, receipt of which is hereby
 acknowledged, _____ ("Grantor") hereby GRANT(s) to
 _____ ("Grantee"), the following described real property
 in the City of Suisun City, County of Solano, State of California:

**THAT CERTAIN REAL PROPERTY DESCRIBED IN EXHIBIT "A"
 ATTACHED HERETO AND MADE A PART HEREOF (the "Property").**

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Effective as of this _____ day of _____, 2026.

GRANTOR:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
 COUNTY OF _____) **ss**

On _____ before me, _____,
 a Notary Public, personally appeared _____
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
 is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

EXHIBIT "A" TO GRANT DEED

Legal Description

Exhibit “C”**Bill of Sale Form****BILL OF SALE AND GENERAL ASSIGNMENT**

This **BILL OF SALE AND GENERAL ASSIGNMENT** (“Assignment”) is made and entered into as of the ____ day of _____, 202__ (the “Effective Date”), by and between _____ (collectively, “Assignor”) and _____ (“Assignee”).

R E C I T A L S:

A. Assignor and Assignee entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated _____, 2026 (collectively with Addendum #1 of even date therewith, the “Agreement”) with respect to the sale of the “Property” described therein.

B. Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to all fixtures, permanently installed equipment, personal property located on at or under the Property, as well as all other rights and privileges associated with the Property, however arising, and Assignee desires to accept such assignment (such assigned property being collectively, the “Assigned Property”).

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Assigned Property.
2. From and after the Effective Date, Assignee hereby accepts the above assignment and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor regarding the Assigned Property and which arise from and after the Effective Date.
3. From and after the Effective Date, Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the “Losses”) brought by a third party and asserted against Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Assigned Property and related to the period on or after the Effective Date. Assignor agrees to indemnify Assignee and hold Assignee harmless from and against any and all Losses brought by a third party and asserted against Assignee by reason of or arising out of any failure by Assignor to perform or observe the obligations, covenants, terms and conditions under the Assigned Property and related to the period prior to the Effective Date.

4. As a material part of the consideration for this sale, Assignor and Assignee agree that Assignee is taking the Assigned Property “AS IS” and that there are no representations, disclosures, or express or implied warranties except those contained in the Agreement and this Assignment. Assignee has not relied on any information other than Assignee’s inspection and the representations and warranties expressly contained in the Agreement and this Assignment.

5. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

6. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

[signatures appear on the following page]

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

“Assignor”

[SELLER]

[Name/Title]

“Assignee”

[BUYER]

[Name/Title]

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale and Joint Escrow Instructions (“**Agreement**”) is made as of this ____ day of _____ 2026 (“**Effective Date**”) by and between the City of Suisun City Housing Authority (“**Seller**”) and CF Suisun 1 LLC, a Delaware limited liability company (“**Buyer**”). Buyer and Seller are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller is the owner of one parcel of land described on Exhibit “A” including any improvements located thereon (the “**Property**”). The Property is located at 707 Main Street (APN 0032-130-020).

B. Seller has determined the Property is State Surplus Lands Act (California Government Code section 54220 *et seq.*) (“**SLA**”) exempt, being less-than a half-acre of real property, and Buyer desires to acquire the Property as a State Surplus Lands Act exempt less-than half-acre real property.

C. The Seller desires the orderly redevelopment of the Properties and accordingly, following Close of Escrow, the Parties agree to negotiate in good faith, with the goal of ultimately executing, a Development Agreement that addresses matters that includes, but shall not necessarily be limited to, the following: (a) use, intensity and density, maximum floor area, and maximum height of development on the Property, including requirements for timing of construction; (b) public benefits, (c) the amount of retail frontage; (d) parking quantities sufficient to serve the future development; (e) CEQA compliance; and (f) such other matters related to the future development of the Property that the Parties may desire to include (“**Development Agreement**”).

D. Buyer and Seller now desire to document the terms and conditions for Buyer’s purchase of the Property from the Seller, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Salient Terms.

- | | |
|---------------------|---|
| (a) Effective Date: | Effective Date as defined above |
| (b) Purchase Price: | Thirty-Seventy Thousand Dollars (\$37,000) subject to any prorations described herein |
| (c) Buyer: | CF Suisun 1 LLC |
| (d) Seller: | City of Suisun City Housing Authority |

- (e) Deposit: Five Thousand Dollars (\$5,000)
- (f) Independent Consideration: One Hundred Dollars (\$100.00)
- (g) Liquidated Damages Amount: Total Deposit (\$5,000)
- (h) Real Property: Approximately 0.05 acres on 1 parcel located in Solano County within the City of Suisun at 718 Main Street (APN 0032-141-130).
- (i) Closing Date: Fifteen (15) days following the satisfaction of all Buyer conditions and Seller conditions as described in Section 7 below, but in no event later than August 1, 2026; subject to the right of repurchase described in Section 9.
- (j) Escrow Holder: Placer Title Company, Fairfield, CA, Kelly Guglielmo
- (k) Official Records: The real property records of Solano County, California
- (l) Development Agreement: A statutory development agreement or another form of vested approval governing the future development of the Property or any portion thereof entered into by Seller (or any of its affiliated entities or governmental bodies) and Buyer (or any of its affiliated entities), as additionally described in Recital C.
- (m) Re-Development Date: The date upon which Seller (or any of its affiliated entities or governmental bodies) and Buyer (or any of its affiliated entities) enter into a Development Agreement.
- (n) Re-Purchase Price: The sum of the Purchase Price, plus Independent Consideration, plus Demolition Expenses prorated pursuant to Section 10.2 plus Buyer's reasonable and documented actual costs of demolishing the Existing Improvements in excess of the Demolition Expenses prorated pursuant to Section 10.2 plus an escalation of said Re-Purchase amounts at the rate of three percent (3%) per annum from the date of incurring the cost (e.g., closing date and date Demolition Expense is incurred) through the date of closing on the re-purchase (by way of example only, if the reasonable and documented actual costs of demolishing the Existing Improvements is \$25,000 then the Re-Purchase Price would be calculated as follows: (a) Purchase Price (\$37,000-\$16,650 = \$20,350) plus (b) Demolition Expenses prorated (\$16,650) plus (c) Buyer's reasonable and documented actual costs of demolishing the Existing

Improvements in excess of the prorated Demolition Expenses (\$25,000-\$16,650= \$8,350), which amounts to \$45,350, plus (d) the 3% per annum escalation).

- (o) Re-Purchase Agreement: A purchase agreement in form and substance substantially similar to this Agreement whereby Seller purchases the Property back from Buyer at the Re-Purchase Price and with any required escrow deposits thereunder (other than the independent consideration).
- (p) Exhibits: A: Description of Property
B: Grant Deed Form
C: Bill of Sale Form

2. Agreement of Purchase and Sale. Buyer agrees to buy and the Seller agrees to sell, on all the terms and conditions stated herein, the real property described in Section 1(h) above and all improvements thereon upon the Closing Date (the “**Real Property**”), together with Seller’s interest, if any, in: (i) any easements, rights of way, privileges, licenses, appurtenances and other rights and benefits of Seller or belonging to the Real Property, including Seller’s interest in any and all intangible personal property arising out of or in connection with the ownership or operation of the Real Property (including the right to use the current names of the Real Property), (ii) all licenses, permits, entitlements, certificates of occupancy and franchises issued to Seller by federal, state or local municipal authorities relating to the use, maintenance, occupancy or operation of the Real Property, (iii) all personal property and fixtures (if any) owned by Seller and located on the Real Property and that are used or useful in connection with the Real Property, and (iv) all warranties given by third parties with respect to the Real Property (collectively, the “**Property**”).

3. Purchase Price. The purchase price (“**Purchase Price**”) for the Property shall be the amount of Thirty-Seventy Thousand Dollars and 00/100 Dollars (\$37,000) subject to prorations described in Section 10 herein and shall be paid as follows:

3.1. Deposit. Prior to the end of the Contingency Period (as defined in Section 7 below), Buyer shall deposit with Placer Title Company (“**Escrow Holder**”), Five Thousand and 00/100 Dollars (\$5,000.00) in cash or other immediately available funds (“**Deposit**”). The Deposit, and all interest accrued thereon, if any, shall be credited to the Purchase Price upon the Close of Escrow (as defined in Section 4.2, below). Unless retained in connection with a default by Seller, the Deposit shall be released to Seller and shall become nonrefundable to Buyer on the expiration of the Contingency Period.

3.2 Balance of Purchase Price. On or before the Close of Escrow, Buyer shall deposit with Escrow Holder the balance of the Purchase Price, in immediately available funds, which shall be paid to Seller at Close of Escrow, plus or minus the closing adjustments and prorations described in Section 10 herein.

3.3 Independent Consideration. Buyer shall deposit into Escrow within three (3) business days following the mutual execution hereof, in addition to the Deposit described above, the Independent Consideration. The Independent Consideration shall be non-refundable to

Buyer as independent consideration for the rights and options extended to Buyer hereunder, including, without limitation, the right and option to terminate this Agreement as provided herein. The Independent Consideration shall be disbursed to Seller immediately following Buyer's deposit thereof into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement and the Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Deposit is returned to Buyer. The Independent Consideration shall not be applicable to the Purchase Price or treated as consideration given to Buyer for any purpose other than as provided herein. The parties intend and agree that the amount of the Independent Consideration is sufficient consideration for the rights and options extended to Buyer hereunder and that it satisfies the threshold for sufficient consideration for such rights and options as articulated in *Steiner v. Thexton* (2010) 48 Cal. 4th 411.

4. Escrow.

4.1 Opening of Escrow. Within three (3) business days after Effective Date, Buyer shall open escrow ("**Escrow**") with Escrow Holder. Buyer and Seller agree to execute and deliver to Escrow Holder, in a timely manner, such supplemental escrow instructions as are reasonably necessary to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Escrow Holder attached hereto, and distribute it to all parties listed in the "Notices" section of the Agreement.

4.2 Closing Date. "**Close of Escrow**", or the "**Closing Date**," is the date upon which the Grant Deed conveying title to the Property to Buyer is recorded with the County Recorder of Solano County and all funds are disbursed from escrow. The Closing Date shall occur as set forth in Section 1(i).

5. Title.

5.1 Conditions of Title. The Property shall be conveyed to Buyer by Seller by a grant deed, substantially in the form attached hereto as Exhibit B ("**Grant Deed**"), subject only to (a) intentionally omitted; (b) such title matters (other than liens to secure payment of real estate taxes and assessments, including supplemental taxes) affecting the Property created by or with the written consent of Buyer; (c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; (d) all matters which would be apparent from an inspection of the Property; (e) all matters which would be disclosed by a survey of the Property; and (f) exceptions which are approved and/or accepted by Buyer in accordance with Section 7.1(i) of this Agreement (collectively, "**Approved Conditions of Title**")

5.2 Title Policy. Title shall be evidenced by Escrow Holder's title insurance underwriter ("**Title Company**") issuing its American Land Title Association ("**ALTA**") 2021 Extended Coverage Owner's Policy of Title Insurance to Buyer in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title and containing such endorsements thereto as may reasonably be requested by Buyer (the

“Title Policy”). Buyer shall pay all expenses of issuing the Title Policy, including any survey costs associated with and any endorsements to such Title Policy.

6. Condition of Property.

6.1 From the Effective Date to the Closing Date (the **“Escrow Period”**), Buyer and Buyer’s agents, employees and consultants shall have a nonexclusive license to enter upon the Property for the purpose of allowing Buyer to conduct reasonable engineering and soils tests, environmental surveys, inspections of completed work and all improvements on the Property, feasibility and other economic studies, surveys and other examinations of the Property Buyer deems appropriate.

6.2 Buyer shall indemnify, defend and hold Seller free and harmless from all loss or liability (including, without limitation, attorneys’ fees) arising from such activities of Buyer and its agents and employees upon the Property prior to the closing, and from all mechanic’s, materialmen’s and other liens resulting from any such conduct of Buyer and its agents and employees. Buyer, at Buyer’s sole cost and expense, shall immediately restore the Property to its reasonable condition existing immediately prior to Buyer’s inspections if, for any reason, the Property is not transferred by Seller to Buyer. Until restoration is complete, Buyer shall take all steps necessary to ensure that any conditions on the Property created by Buyer’s inspections do not interfere with the normal operation of the Property, create any dangerous, unhealthy, unsightly or noisy conditions on the Property. The provisions of this Section shall survive the termination of this Agreement.

6.3 BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO THE DUE DILIGENCE MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER’S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE

PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY; AND (F) THE EXISTENCE OF HAZARDOUS MATERIALS IN, UNDER OR AFFECTING THE PROPERTY; AND, EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN ANY DOCUMENT EXECUTED BY SELLER AT THE CLOSING, BUYER IS PURCHASING THE PROPERTY "AS IS-WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

Buyer

Seller

7. Conditions.

7.1. Buyer Conditions. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated herein below for the satisfaction of each such condition or in the event there is no date designated below the condition shall be satisfied (or Buyer's waiver in writing thereof) prior the Close of Escrow (collectively, the "**Buyer Conditions Precedent**"):

(i) Title. Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) a Preliminary Report issued by Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. Buyer shall have until 5:00 PM (local time) on the date that is twenty-one (21) calendar days following the Effective Date ("**Title Review Period**") to give Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the Title Documents, except that the then-current individual holding the title of "City Manager" of Suisun City, California (the "**City Manager**") may grant extensions to the Title Review Period, if: (i) requested in writing by Buyer prior to the end of the Title Review Period, and (ii) the City Manager determines, acting reasonably and in good faith, that the Buyer is making diligent and good faith efforts to complete the title review. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's disapproval of the Title Documents. Seller shall give Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which Seller is unwilling or unable to have eliminated from title to the Property by the Close of Escrow within ten (10) days after Buyer's Title Notice is received by Seller, if Buyer's Title Notice provides a disapproval, or Buyer is deemed to have disapproved, of any matter of title shown in the Title Documents. Seller's failure to provide Seller's Title Notice within said ten (10) day period shall be deemed Seller's election not to remove any of the disapproved exceptions in Buyer's Title Notice;

(ii) Inspection and Studies/Costs. During the Contingency Period (defined below), Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "**Buyer's Representatives**") shall have the right to enter upon the Property and conduct any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and

environmental testing) with respect to the Property as Buyer may elect to make or maintain. Buyer's and Buyer's Representatives entry upon the Property for purposes of conducting any invasive inspections, including but not limited to any Phase 2 environmental site assessment or geotechnical studies, shall be conducted pursuant to a property entry agreement in a form reasonably acceptable to Seller. The cost of any such inspections, tests and/or studies shall be borne by Buyer. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection; provided, however, that in no event shall Buyer be required to restore or repair any Existing Improvements (hereinafter defined) in connection therewith. On or prior to 5:00 PM (local time) on the date that is thirty (30) calendar days following the Effective Date (the "**Contingency Period**"), Buyer shall deliver to Seller and Escrow Holder written notice (the "**Contingency Period Notice**") of its approval or disapproval of the Property, except that the City Manager may, but is not obligated to, grant extensions to the Contingency Period, if: (i) requested in writing by Buyer prior to the end of the Contingency Period, and (ii) the City Manager determines, acting reasonably and in good faith, that the Buyer is making diligent and good faith efforts to complete the inspections. The Contingency Period Notice may, but need not, be combined with the Buyer's Title Notice. The failure of Buyer to timely deliver the Contingency Period Notice shall be deemed to constitute Buyer's approval of the Property. In the event the Contingency Period Notice contains Buyer's unequivocal election to disapprove the Property and cancel escrow, then the Deposit, including all accrued interest (less the costs of cancelling Escrow), shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement. Prior to the expiration of the Contingency Period Buyer may terminate this Agreement at any time for any reason at the sole discretion of Buyer;

(iii) Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer as described in Section 6, above;

(iv) Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(v) Seller's Obligations. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, and there shall have been no material adverse changes in the physical condition of the Properties since Buyer's inspection; and

(iv) Demolition Permits. As of the Close of Escrow, provided that Buyer files a complete demolition permit application with Seller (or the applicable associated governmental body) no less than thirty (30) days prior to the scheduled date for the Close of Escrow, Seller (or its applicable affiliated entity or governmental body) shall have issued to Buyer all permits and approvals necessary or desirable for the demolition of all existing improvements presently located in, on or under the Property (collectively, "**Existing Improvements**"), including but not limited to the removal and disposal thereof, and any other associated post demolition grading and site work (such work being collectively, the "**Demo Work**"), and such permits and approvals being collectively, the "**Demo Permits**").

7.2. Failure of Buyer Condition. Upon failure to satisfy any of the conditions stated herein which run in Buyer's favor (provided Buyer has timely notified Seller of the failure of the condition), unless there is a written waiver of said condition by Buyer, the Deposit together with fee and cost monies transferred by Buyer to Escrow Holder as set forth under Section 3.1 herein shall be returned to Buyer, the parties shall be returned to their original position as existed prior to the execution hereof, and this Agreement shall be declared null and void and of no further force or effect, except as otherwise provided herein. Should Buyer waive any Buyer conditions in writing, this Agreement shall remain in force as if the condition had not been included herein.

7.3. Seller Conditions. The Close of Escrow and Seller's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or, where applicable, Seller's waiver thereof) for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions (collectively, the "**Seller Conditions Precedent**"), or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow; and

(iii) Purchase Price. Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

7.4. Failure of Seller Condition. Upon failure to satisfy any of the conditions stated herein which run in Seller's favor (provided Seller has timely notified Buyer of the failure of the condition and Buyer has failed to cure the same within five (5) business days with respect to the payment of any sum due hereunder, or within thirty (30) days thereafter with respect to all other obligations), unless there is a written waiver of said condition by Seller, the Deposit together with fee and cost monies transferred by Buyer to Escrow Holder as set forth under Section 3.1 herein shall be returned to Buyer, the parties shall be returned to their original position as existed prior to the execution hereof, and this Agreement shall be declared null and void and of no further force or effect, except as otherwise provided herein. Should Seller waive any Seller conditions in writing, this Agreement shall remain in force as if the condition had not been included herein.

8. Remedies for Breach.

(a) Buyer's Breach. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED DUE TO BUYER'S DEFAULT WHICH CONTINUES FOLLOWING WRITTEN NOTICE FROM SELLER FOR MORE THAN FIVE (5) BUSINESS DAYS WITH RESPECT TO THE PAYMENT OF ANY SUM DUE HEREUNDER, OR FOR MORE THAN THIRTY (30) DAYS WITH RESPECT TO ALL OTHER OBLIGATIONS, THEN SELLER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO RETAIN THE DEPOSIT AND ALL ACCRUED INTEREST THEREON, AND BUYER SHALL DELIVER TO SELLER ALL STUDIES, REPORTS, SOILS ANALYSIS AND SIMILAR DOCUMENTS

REGARDING THE PROPERTY IN BUYER'S POSSESSION, WITHOUT COST TO SELLER, AS SELLER'S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE EXTREMELY IMPRACTICABLE AND DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT BUYER'S RESTORATION OBLIGATIONS, OR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS

BUYER'S INITIALS

(b) Seller's Breach. If the transfer of the Property from Seller to Buyer does not close as a result of a default by Seller under this Agreement, Buyer shall be entitled only to elect one of the following remedies as Buyer's sole and exclusive remedy: (i) the return of the Deposit, (ii) an action for specific performance of this Agreement for the delivery of the Property, or (iii) any other remedy available to Buyer at law or equity.

9. Seller's Re-Purchase Option.

9.1 Exercise of Re-Purchase Option. In addition to any other rights and remedies available to Seller hereunder, in the event Buyer fails to enter into the Development Agreement described in Section 9.3, Seller shall be entitled, in its sole and absolute discretion exercised no earlier than the first day of the twenty fourth (24th) month following the Close of Escrow and no later than the last day of the thirty-sixth (36th) month of the Close of Escrow (the "**Re-Purchase Option Period**"), to repurchase the Property at the Re-Purchase Price, with any of the then-current improvements thereon in their as-is where-is condition (the "**Re-Purchase Option**"), from Buyer pursuant to a Re-Purchase Agreement by delivering written notice to Buyer of Seller's exercise of such right at any time prior to the Re-Development Date, time being of the essence; provided that the Re-Purchase Option Period may be extended twice by 6th month increments if the City Manager determines the Parties have made substantial progress and are working in good faith to complete the Development Agreement described in Section 9.3; provided further that in the event an Environmental Impact Report ("EIR") is required for the Development Agreement the Re-Purchase Option Period shall be tolled from the period commencing at the filing of a Notice of Preparation until publication of the Final EIR. In order to be effective, exercise of the Re-Purchase Option shall be accompanied by the opening of escrow with Escrow Holder and Seller's deposit into escrow of the required deposit and independent consideration in connection

therewith, time being of the essence. If validly exercised, the Parties shall enter into a Re-Purchase Agreement within thirty (30) days following Seller's exercise. In the event of Seller's exercise of the Re-Purchase Option for the failure to enter into a Development Agreement, Seller acknowledges that any plans, designs, schematics, or other materials related to the potential development of the Property or any portion thereof that are prepared by or at the direction of Buyer (or its affiliates) are Buyer's work product and owned by Buyer and may not be used by Seller or any third party with respect to the development of any other property or with respect to the Property without Buyer's consent.

9.2 Survival / Recording. This Section 9 shall survive the Closing and conveyance of title to the Property. In no event shall this Agreement or any memorandum hereof be recorded in Official Records without the prior written consent of both Buyer and Seller, which consent may be withheld in either party's sole and absolute discretion; provided, however, that in the event Buyer desires to transfer title to a third party, Buyer shall first be required to provide Seller with a written assumption of Buyer's obligations under this Section 9 from such transferee.

9.3 Development Agreement. The Parties agree to use good faith efforts to enter into a Development Agreement as described in Recital C prior to the commencement of the Re-Purchase Option Period. In addition to the items described in Recital C, the Development Agreement also shall address Buyer's commitment to financially contribute or install public art on or in the vicinity of the Property to create or be part of an public art walk in an amount of no less that 0.5 percent of the construction cost of the development on the Property above and beyond any public art or in lieu public art contribution made by Buyer pursuant to Suisun City Municipal Code Section 13.14.030 and also shall provide for a credit to Buyer for reasonable and documented actual demolition costs in excess of the Demolition Expenses prorated under Section 10.2 that are incurred by Buyer in connection with the Property against City of Suisun Development Fees that may be imposed and owing for the redevelopment of the Property. All application fees, review fees, impact fees and other costs typically charged to developers by the City of Suisun in connection with the negotiation of development agreements, including but not limited to third-party planning and related processing review fees and costs (collectively, "**Development Fees**") shall be borne by Buyer in connection with the Development Agreement. Buyer acknowledges that while Seller is entering into this Agreement in its proprietary capacity, Seller retains full and complete discretion in its regulatory capacity as to whether to approve any Development Agreement or related development proposal on the Property. By execution of this Agreement, Seller is not committing itself to, or agreeing to, undertake approval of any particular project or Development Agreement. Any action taken by the Seller in the exercise of its reasonable and good faith discretion relating to any analysis of a project required by CEQA or on any application for a discretionary permit, approval, Development Agreement or agreement or approvals required to develop and construct a project shall not constitute a default or a breach of the terms of this Agreement by Seller.

10. Prorations.

10.1 Taxes. Property taxes shall be prorated at Close of Escrow, if applicable. Seller shall also be responsible for and pay at the Close of Escrow any outstanding penalties and or late fees as to property taxes and or assessments

10.2 Demolition Expenses. Expenses credited to Buyer at Close of Escrow for the costs of performing the Demo Work shall be the amount of Sixteen Thousand Six Hundred Fifty Hundred Dollars (\$16,650).

10.3 Other Expenses. All expenses for the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow based upon the latest available information.

11. Closing Costs. Buyer shall pay for the premium for the Title Policy. All escrow fees, recording fees, and all other costs of escrow or closing shall be divided equally between the parties at Close of Escrow.

12. Possession. Possession shall be delivered to Buyer on Close of Escrow.

13. Seller's Representations and Warranties. Seller hereby represents and warrants the following to Buyer for the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date (except that any representation which was made "as of the date of this Agreement" shall be true only as of the date of this Agreement) and shall survive the Closing and conveyance of title to the Property:

(a) Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller hereby represent and warrant that they have the power, right and authority to bind Seller.

(b) Action. All requisite action has been taken by Seller and all requisite consents have been, or shall be, obtained, in connection with the entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any other party is required except as specifically acknowledged by this Agreement.

(c) Binding. This Agreement is, and all agreements, instruments and documents to be executed by Seller pursuant to this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

(d) No Default. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which Seller is a party or by which Seller may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Seller or to the Property.

(e) Contracts. As of the Close of Escrow, Seller will not be a party to any service contracts, management agreements, or any leases, licenses or other occupancy agreements affecting the Property.

(f) Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against or relating to Seller or the Property, including, without limitation, any condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement

(g) Existing Improvements. As of the date of this Agreement and Close of Escrow, Seller has no actual knowledge of (i) any condition of the Property that would prohibit in whole or in part Buyer from demolishing the same upon holding the Demo Permits, and (ii) any other governmental permits or approvals, other than the Demo Permits, that are required for Buyer to demolish the Existing Improvements.

(h) Environmental Matters. To Seller's actual knowledge, as of the Effective Date and the Closing Date:

(i) Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other form or informal notice alleging that conditions on the Property are or have been in violation of any applicable law, rules, or regulation which would require remediation of Hazardous Materials (hereinafter defined) by a governmental authority in, on, under or from the Property (collectively, "**Environmental Laws**"), or informing Seller that the Property is subject to investigation in inquiry regarding Hazardous Materials on the Property or upon the parking lot improvements or the potential violation of any Environmental Laws;

(ii) There is no monitoring program required by the United States Environmental Protection Agency or any similar state agency concerning the Property or its improvements; and

(iii) Seller has disclosed to Buyer all material information, records, and studies maintained by Seller in connection with the Property and its improvements concerning Hazardous Materials.

For purposes of this Agreement, the term "**Hazardous Materials**" means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6901 et seq.), as amended ("**CERCLA**"), or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended ("**RCRA**"), or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead or electromagnetic waves.

14. Representations and Warranties of Buyer. Buyer hereby represents and warrants the following to Seller for the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date and shall survive the Close of Escrow and conveyance of title to the Property hereunder:

(a) Buyer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby, and that the individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the power, right and authority to bind Buyer.

(b) All requisite action has been taken by Buyer and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any other party is required.

(c) This Agreement is, and all agreements, instruments and documents to be executed by Buyer pursuant to this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Buyer and enforceable in accordance with their respective terms.

(d) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument or any other obligation to which Buyer is a party or to which Buyer may be bound or affected, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Buyer or to the Property.

15. Seller's Deliveries. At least two (2) business days prior to the Closing Date, Seller shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate, and such other items as follows:

(a) The Grant Deed conveying title to the Property;

(b) A bill of sale in the form attached hereto as Exhibit C (the "**Bill of Sale**");

(c) Such funds as may be necessary to comply with Seller's obligation hereunder regarding prorations, costs, expenses, and removal of liens or encumbrances, and payment of taxes and assessments (unless otherwise paid by Buyer under the terms of this Agreement); and

(c) Such other documents as may be reasonably requested by Escrow Holder or the Title Company.

16. Buyer's Deliveries. At least two (2) business days prior to the Closing Date, Buyer shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate, and such other funds and items as follows:

(a) A Preliminary Change of Ownership Statement in form required to enable the Closing in Solano County;

(b) Deliver the balance of the proceeds due to close the Escrow; and

(c) Such other documents as may be reasonably requested by Escrow Holder or Title Company.

17. Escrow Holder's Actions. At the Close of Escrow, subject to Escrow Holder having received the documents and monies required to be deposited into Escrow pursuant to this Agreement and Escrow having received no written notice by a party that a condition precedent to its obligation to close has not been satisfied, Escrow Holder shall be instructed by the parties hereto to do each of the following:

(a) Duly record the Grant Deed in the Official Records and arrange for the delivery to the parties conformed copies thereof as soon as available.

(b) Cause the Title Company to deliver the Title Policy to Buyer.

18. Time. Time is of the essence of this Agreement.

19. Real Estate Brokerage. Buyer and Seller each represent and warrant that they have not dealt with any salesman, broker, or finder with respect to this transaction. Buyer and Seller represent and warrant that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transactions contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other with respect to such representation and warranty.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be deemed received (i) if hand delivered, then upon personal delivery to the party to whom the notice is directed, (ii) if sent by reputable overnight delivery service for next business day delivery and fee prepaid, then one (1) business day after delivery to the delivery service, (iii) if sent by facsimile or by e-mail, then the same business day if sent prior to 5:00 pm California time (or the next business day if sent after 5:00 pm California time), and provided that there has been no indication of failure of transmission (provided that, unless receipt has been confirmed, a confirmation copy of any such notice sent by e-mail shall also be sent by another method of delivery permitted pursuant to this Section 20), and (iv) if sent by mail, then three (3) business days following its deposit in the United States mail, postage prepaid, addressed to the applicable party as set forth below.

To Seller: Successor Agency to the Suisun City Redevelopment Agency
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: Executive Director

To Buyer: California Forever

1750 Prairie City Road, Suite 130 #782
Folsom, CA 95630
Attn: Land Management

With a copy to:

Custer Melnyk LLP
81 Broadway St, Suite 201-070
Asheville, NC 28801
Attn: Richard W. Melnyk, Esq.

21. Attorneys' Fees. If either party hereto prevails against the other in litigation concerning any part of this Agreement, such successful party shall be entitled to its reasonable attorney's fees, including investigation and costs of discovery, and costs connected with such action in addition to all other recovery or relief.

22. Indemnity and Hold Harmless. To the fullest extent permitted by law, and excluding Claims (hereinafter defined) arising from Seller's gross negligence or willful misconduct, Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise directly from this Agreement, or, should Buyer close on the Property, Buyer's purchase of the Property generally, including but not limited to any alleged failure to act as required by law (collectively, "Claims"). This indemnification shall include, but not be limited to, damages awarded against the Seller, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding, whether incurred by Buyer, Seller, and/or the parties initiating or bringing such proceeding (if so awarded to a third party by a court of competent jurisdiction). Buyer shall indemnify the Seller for all of Seller's reasonable costs, attorneys' fees, and damages which Seller incurs in enforcing the indemnification provisions set forth in this condition. Buyer shall pay to the Seller upon demand or, as applicable, to counsel of Seller's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. The provisions of this Section shall survive the termination of this Agreement and extend twelve (12) months following the Closing Date.

23. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, representations and memoranda. No other representations, warranties or covenants have been made, relied upon or survive the execution of this agreement. The invalidity of any one of the covenants, agreements, conditions or provisions of this agreement or any portion thereof shall not affect the remaining portions hereof, and this agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein. All modifications hereof shall be in writing signed by both Buyer and Seller.

24. Further Assurances. Seller and Buyer agree that at any time or from time to time after the execution of this Agreement and whether before or after the Close of Escrow they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as are necessary in order to fully effect the purpose of this Agreement.

25. Survival. Except as may be otherwise specified herein, any representations or warranties made in this Agreement and any exhibit or amendment hereto shall survive the Close of Escrow.

26. Successors. The terms, covenants and conditions of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

27. Assignment. Seller may assign its rights hereunder so long as it covenants to remain responsible for the full performance hereof through the expiration of the Re-Purchase Option Period. Buyer may assign this Agreement and its rights and obligations hereunder (and under all of the documents and agreements to be executed at Closing hereunder (the “**Collateral Documents**”) with notice to Seller, but without obtaining Seller’s prior written consent, so long as the assignment is to a corporation, partnership or limited liability company which (i) is controlled and substantially owned by Buyer, is under common ownership with Buyer, or is otherwise an affiliate of Buyer, or (ii) results from the merger or consolidation with Buyer. In the event of an assignment of this Agreement by Buyer in accordance with the terms of this Paragraph, the assignor shall be released from any further liability hereunder which arises from and after the date of assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. Except as expressly set forth hereinabove Buyer shall have no right to assign or otherwise transfer its right and interest under this Agreement or in the Property through the expiration of the Re-Purchase Option Period without Seller’s prior written consent.

28. Governing Law. This agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed as determined according to such law.

29. Condemnation. In the event that, prior to the Close of Escrow, a governmental entity shall commence any action of eminent domain to take any portion or all of the Property, the Buyer, at Buyer’s sole and absolute discretion, shall be entitled to terminate and cancel this Agreement in which this Agreement shall be null and void and the Deposit along with any other funds deposited or transferred by Buyer to Escrow Holder shall be immediately returned to Buyer.

30. Meaning of Certain Words. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

31. Headings and Labels. All article and paragraph titles or captions are for convenience only and shall not be deemed a part of this Agreement.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

33. Exclusivity. Except as otherwise expressly provided below, commencing on the Effective Date and continuing until Closing or termination of this Agreement, Seller shall not offer the Property or any interest therein for sale or lease to any other party, or negotiate, solicit, or entertain any offers to sell or lease the Property. Seller may issue on or more short term (i.e. daily, weekly or monthly) licenses authorizing use of all or a portion of the Property, including for parking purposes, provided the term of such license(s) shall not extend beyond the Closing.

34. Amendment. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement. The City Manager shall be authorized to execute all amendments that do not alter Purchase Price.

(Signatures to Follow)

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date above.

EFFECTIVE DATE: _____, 2026

BUYER:

CF Suisun 1 LLC

By: Jan Sramek_____
Its: Manager_____

SELLER:

City of Suisun City Housing Authority

By: _____
Its: _____

ATTEST:

By: _____
Its: City Clerk

COUNTERSIGNED:

By: _____
Its: City Auditor

APPROVED AS TO FORM:

By: _____
Its: City Attorney

EXHIBIT "A"**Property Description****Parcel 1**

Beginning on the West line of the place in the Town of Suisun City, at a point 45 feet South from the Southwest corner of Solano Street and said plaza at the center of the division wall between the building now or formerly owned by Bank of America N.T.& S.A., a corporation, (which said bank was formerly the First National Bank of Suisun, a corporation), and formerly occupied by E. W. Larson, as a pool room, and the building now occupied by Pioneer Meat Market; thence running South along the West line of said plaza 24 feet 4 inches, more or less, to the center of the division wall between said land described and the building now or formerly owned by E. E. Long; running thence West at right angles with said plaza 94 feet 4 inches, more or less; running thence North and parallel with said plaza 24 feet 4 inches, more or less, to the center line (extended) of the division wall first above described; running thence East to and through the center line of said division wall 94 feet, more or less, to the point of beginning, and being the same property heretofore, to wit: on the 28th day of February, 1916 conveyed to Charles W. Koch by Edward Dinkelspiel, which deed was recorded on March 2, 1916 in Book 226 of Deeds, Page 16, Solano County Records.

APN: 0032-130-020

EXHIBIT "B"**Grant Deed Form****RECORDING REQUESTED BY:**

Placer Title Company
 1300 Oliver Rd., Suite 120
 Fairfield, CA 94534

**WHEN RECORDED MAIL
DOCUMENT AND TAX
STATEMENTS TO:**

CF Suisun 1 LLC
 c/o California Forever
 1750 Prairie City Rd, Suite 130 #782
 Folsom, CA 95630
 Attn: Land Management

ESCROW: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is
 \$ _____

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ unincorporated area of Solano County
☒ city of Suisun City

AND

FOR VALUABLE CONSIDERATION, receipt of which is hereby
 acknowledged, _____ ("Grantor") hereby GRANT(s) to
 _____ ("Grantee"), the following described real property
 in the City of Suisun City, County of Solano, State of California:

**THAT CERTAIN REAL PROPERTY DESCRIBED IN EXHIBIT "A"
 ATTACHED HERETO AND MADE A PART HEREOF (the "Property").**

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Effective as of this _____ day of _____, 2026.

GRANTOR:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
 COUNTY OF _____) **ss**

On _____ before me, _____,
 a Notary Public, personally appeared _____
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
 is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

EXHIBIT "A" TO GRANT DEED

Legal Description

Exhibit “C”**Bill of Sale Form****BILL OF SALE AND GENERAL ASSIGNMENT**

This **BILL OF SALE AND GENERAL ASSIGNMENT** (“Assignment”) is made and entered into as of the ____ day of _____, 202__ (the “Effective Date”), by and between _____ (collectively, “Assignor”) and _____ (“Assignee”).

R E C I T A L S:

A. Assignor and Assignee entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated _____, 2026 (collectively with Addendum #1 of even date therewith, the “Agreement”) with respect to the sale of the “Property” described therein.

B. Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to all fixtures, permanently installed equipment, personal property located on at or under the Property, as well as all other rights and privileges associated with the Property, however arising, and Assignee desires to accept such assignment (such assigned property being collectively, the “Assigned Property”).

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Assigned Property.
2. From and after the Effective Date, Assignee hereby accepts the above assignment and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor regarding the Assigned Property and which arise from and after the Effective Date.
3. From and after the Effective Date, Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the “Losses”) brought by a third party and asserted against Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Assigned Property and related to the period on or after the Effective Date. Assignor agrees to indemnify Assignee and hold Assignee harmless from and against any and all Losses brought by a third party and asserted against Assignee by reason of or arising out of any failure by Assignor to perform or observe the obligations, covenants, terms and conditions under the Assigned Property and related to the period prior to the Effective Date.

4. As a material part of the consideration for this sale, Assignor and Assignee agree that Assignee is taking the Assigned Property “AS IS” and that there are no representations, disclosures, or express or implied warranties except those contained in the Agreement and this Assignment. Assignee has not relied on any information other than Assignee’s inspection and the representations and warranties expressly contained in the Agreement and this Assignment.

5. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

6. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

[signatures appear on the following page]

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

“Assignor”

[SELLER]

[Name/Title]

“Assignee”

[BUYER]

[Name/Title]

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale and Joint Escrow Instructions (“**Agreement**”) is made as of this ____ day of _____ 2026 (“**Effective Date**”) by and between the City of Suisun City (“**Seller**”) and CF Suisun 2 LLC, a Delaware limited liability company (“**Buyer**”). Buyer and Seller are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller is the owner of two (2) parcels of land described on Exhibit “A-1 and A-2” including any improvements located thereon (the “**Property**”). The Property is comprised of two noncontiguous surface parking lots located on the block located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street (APNs 0032-141-170 and 0032-141-180).

B. Seller has determined the Property is State Surplus Lands Act (California Government Code section 54220 *et seq.*) (“**SLA**”) exempt, being less-than a half-acre of real property, and Buyer desires to acquire the Property as a State Surplus Lands Act exempt less-than half-acre real property.

C. The Seller desires the orderly redevelopment of the Properties and accordingly, following Close of Escrow, the Parties agree to negotiate in good faith, with the goal of ultimately executing, a Development Agreement that addresses matters that includes, but shall not necessarily be limited to, the following: (a) use, intensity and density, maximum floor area, and maximum height of development on the Property, including requirements for timing of construction; (b) public benefits, (c) the amount of retail frontage; (d) parking quantities sufficient to serve the future development; (e) CEQA compliance; and (f) such other matters related to the future development of the Property that the Parties may desire to include (“**Development Agreement**”).

D. Buyer and Seller now desire to document the terms and conditions for Buyer’s purchase of the Property from the Seller, as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Salient Terms.

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| (a) Effective Date: | Effective Date as defined above |
| (b) Purchase Price: | One Million Five Thousand Dollars (\$1,005,000). |
| (c) Buyer: | CF Suisun 2 LLC |
| (d) Seller: | City of Suisun City |

- (e) Deposit: Fifty Thousand Dollars (\$50,000)
- (f) Independent Consideration: One Hundred Dollars (\$100.00)
- (g) Liquidated Damages Amount: Total Deposit (\$50,000)
- (h) Real Property: Approximately 0.26 acres on 1 parcel located in Solano County within the City of Suisun (APN: 0032-141-170; and Approximately 0.37 acres on 1 parcel located in Solano County within the City of Suisun (APN: 0032-141-180).
- (i) Closing Date: Fifteen (15) days following the satisfaction of all Buyer conditions and Seller conditions as described in Section 7 below, but in no event later than August 1, 2026; subject to the right of repurchase described in Section 9.
- (j) Escrow Holder: Placer Title Company, Fairfield, CA, Kelly Guglielmo
- (k) Official Records: The real property records of Solano County, California
- (l) Development Agreement: A statutory development agreement or another form of vested approval governing the future development of the Property or any portion thereof entered into by Seller (or any of its affiliated entities or governmental bodies) and Buyer (or any of its affiliated entities).
- (m) Re-Development Date: The date upon which Seller (or any of its affiliated entities or governmental bodies) and Buyer (or any of its affiliated entities) enter into a Development Agreement, as additionally described in Recital C.
- (n) Re-Purchase Price: The sum of the Purchase Price, plus Independent Consideration plus an escalation of those amounts at the rate of three percent (3%) per annum from the Closing Date through the date of closing on the re-purchase.
- (o) Re-Purchase Agreement: A purchase agreement in form and substance substantially similar to this Agreement whereby Seller purchases the Property back from Buyer at the Re-Purchase Price and with any required escrow deposits thereunder (other than the independent consideration).
- (p) Exhibits: A: Description of Property
B: Grant Deed Form
C: Bill of Sale Form

2. Agreement of Purchase and Sale. Buyer agrees to buy and the Seller agrees to sell, on all the terms and conditions stated herein, the real property described in Section 1(h) above and all improvements thereon upon the Closing Date (the “**Real Property**”), together with Seller’s interest, if any, in: (i) any easements, rights of way, privileges, licenses, appurtenances and other rights and benefits of Seller or belonging to the Real Property, including Seller’s interest in any and all intangible personal property arising out of or in connection with the ownership or operation of the Real Property (including the right to use the current names of the Real Property), (ii) all licenses, permits, entitlements, certificates of occupancy and franchises issued to Seller by federal, state or local municipal authorities relating to the use, maintenance, occupancy or operation of the Real Property, (iii) all personal property and fixtures (if any) owned by Seller and located on the Real Property and that are used or useful in connection with the Real Property, and (iv) all warranties given by third parties with respect to the Real Property (collectively, the “**Property**”).

3. Purchase Price. The purchase price (“**Purchase Price**”) for the Property shall be the amount of One Million Five Thousand Dollars and 00/100 Dollars (1,005,000.00), subject to any prorations described in Section 10 herein and shall be paid as follows:

3.1. Deposit. Prior to the end of the Contingency Period (as defined in Section 7 below), Buyer shall deposit with Placer Title Company (“**Escrow Holder**”), Fifty Thousand and 00/100 Dollars (\$50,000.00) in cash or other immediately available funds (“**Deposit**”). The Deposit, and all interest accrued thereon, if any, shall be credited to the Purchase Price upon the Close of Escrow (as defined in Section 4.2, below). Unless retained in connection with a default by Seller, the Deposit shall be released to Seller and shall become nonrefundable to Buyer on the expiration of the Contingency Period.

3.2. Balance of Purchase Price. On or before the Close of Escrow, Buyer shall deposit with Escrow Holder the balance of the Purchase Price, in immediately available funds, which shall be paid to Seller at Close of Escrow, plus or minus the closing adjustments and prorations described in Section 10 herein.

3.3. Independent Consideration. Buyer shall deposit into Escrow within three (3) business days following the mutual execution hereof, in addition to the Deposit described above, the Independent Consideration. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer hereunder, including, without limitation, the right and option to terminate this Agreement as provided herein. The Independent Consideration shall be disbursed to Seller immediately following Buyer’s deposit thereof into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement and the Deposit is returned to Buyer, Seller shall retain the Independent Consideration when the Deposit is returned to Buyer. The Independent Consideration shall not be applicable to the Purchase Price or treated as consideration given to Buyer for any purpose other than as provided herein. The parties intend and agree that the amount of the Independent Consideration is sufficient consideration for the rights and options extended to Buyer hereunder and that it satisfies the threshold for sufficient consideration for such rights and options as articulated in *Steiner v. Thexton* (2010) 48 Cal. 4th 411.

4. Escrow.

4.1 Opening of Escrow. Within three (3) business days after Effective Date, Buyer shall open escrow (“**Escrow**”) with Escrow Holder. Buyer and Seller agree to execute and deliver to Escrow Holder, in a timely manner, such supplemental escrow instructions as are reasonably necessary to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control. Escrow Holder shall, upon receipt of a fully executed copy of this Agreement, sign and date the Receipt by Escrow Holder attached hereto, and distribute it to all parties listed in the “Notices” section of the Agreement.

4.2 Closing Date. “**Close of Escrow**”, or the “**Closing Date**,” is the date upon which the Grant Deed conveying title to the Property to Buyer is recorded with the County Recorder of Solano County and all funds are disbursed from escrow. The Closing Date shall occur as set forth in Section 1(i).

5. Title.

5.1 Conditions of Title. The Property shall be conveyed to Buyer by Seller by a grant deed, substantially in the form attached hereto as Exhibit B (“**Grant Deed**”), subject only to (a) intentionally omitted; (b) such title matters (other than liens to secure payment of real estate taxes and assessments, including supplemental taxes) affecting the Property created by or with the written consent of Buyer; (c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; (d) all matters which would be apparent from an inspection of the Property; (e) all matters which would be disclosed by a survey of the Property; and (f) exceptions which are approved and/or accepted by Buyer in accordance with Section 7.1(i) of this Agreement (collectively, “**Approved Conditions of Title**”)

5.2 Title Policy. Title shall be evidenced by Escrow Holder’s title insurance underwriter (“**Title Company**”) issuing its American Land Title Association (“**ALTA**”) 2021 Extended Coverage Owner’s Policy of Title Insurance to Buyer in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title and containing such endorsements thereto as may reasonably be requested by Buyer (the “**Title Policy**”). Buyer shall pay all expenses of issuing the Title Policy, including any survey costs associated with and any endorsements to such Title Policy.

6. Condition of Property.

6.1 From the Effective Date to the Closing Date (the “**Escrow Period**”), Buyer and Buyer’s agents, employees and consultants shall have a nonexclusive license to enter upon the Property for the purpose of allowing Buyer to conduct reasonable engineering and soils tests, environmental surveys, inspections of completed work and all improvements on the Property, feasibility and other economic studies, surveys and other examinations of the Property Buyer deems appropriate.

6.2 Buyer shall indemnify, defend and hold Seller free and harmless from all loss or liability (including, without limitation, attorneys' fees) arising from such activities of Buyer and its agents and employees upon the Property prior to the closing, and from all mechanic's, materialmen's and other liens resulting from any such conduct of Buyer and its agents and employees. Buyer, at Buyer's sole cost and expense, shall immediately restore the Property to its reasonable condition existing immediately prior to Buyer's inspections if, for any reason, the Property is not transferred by Seller to Buyer. Until restoration is complete, Buyer shall take all steps necessary to ensure that any conditions on the Property created by Buyer's inspections do not interfere with the normal operation of the Property, create any dangerous, unhealthy, unsightly or noisy conditions on the Property. The provisions of this Section shall survive the termination of this Agreement.

6.3 BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO THE DUE DILIGENCE MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR ANY CLOSING DOCUMENTS, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY; AND (F) THE EXISTENCE OF HAZARDOUS MATERIALS IN, UNDER OR AFFECTING THE PROPERTY; AND, EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN ANY DOCUMENT EXECUTED BY SELLER AT THE CLOSING, BUYER IS PURCHASING THE PROPERTY "AS IS-WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

Buyer

Seller

7. Conditions.

7.1. Buyer Conditions. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated herein below for the satisfaction of each such condition or in the event there is no date designated below the condition shall be satisfied (or Buyer's waiver in writing thereof) prior the Close of Escrow (collectively, the "**Buyer Conditions Precedent**"):

(i) Title. Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) a Preliminary Report issued by Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. Buyer shall have until 5:00 PM (local time) on the date that is twenty-one (21) calendar days following the Effective Date ("**Title Review Period**") to give Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the Title Documents, except that the then-current individual holding the title of "City Manager" of Suisun City, California (the "**City Manager**") may grant extensions to the Title Review Period, if: (i) requested in writing by Buyer prior to the end of the Title Review Period, and (ii) the City Manager determines, acting reasonably and in good faith, that the Buyer is making diligent and good faith efforts to complete the title review. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's disapproval of the Title Documents. Seller shall give Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which Seller is unwilling or unable to have eliminated from title to the Property by the Close of Escrow within ten (10) days after Buyer's Title Notice is received by Seller, if Buyer's Title Notice provides a disapproval, or Buyer is deemed to have disapproved, of any matter of title shown in the Title Documents. Seller's failure to provide Seller's Title Notice within said ten (10) day period shall be deemed Seller's election not to remove any of the disapproved exceptions in Buyer's Title Notice;

(ii) Inspection and Studies/Costs. During the Contingency Period (defined below), Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "**Buyer's Representatives**") shall have the right to enter upon the Property and conduct any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as Buyer may elect to make or maintain. Buyer's and Buyer's Representatives entry upon the Property for purposes of conducting any invasive inspections, including but not limited to any Phase 2 environmental site assessment or geotechnical studies, shall be conducted pursuant to a property entry agreement in a form reasonably acceptable to Seller. The cost of any such inspections, tests and/or studies shall be borne by Buyer. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection; provided, however, that in no event shall Buyer be required to restore or repair any Existing Improvements (hereinafter defined) in connection therewith. On or prior to 5:00 PM (local time) on the date that is thirty (30) calendar days following the Effective Date (the "**Contingency Period**"), Buyer shall deliver to Seller and Escrow Holder written notice (the

“**Contingency Period Notice**”) of its approval or disapproval of the Property, except that the City Manager may, but is not obligated to, grant extensions to the Contingency Period, if: (i) requested in writing by Buyer prior to the end of the Contingency Period, and (ii) the City Manager determines, acting reasonably and in good faith, that the Buyer is making diligent and good faith efforts to complete the inspections. The Contingency Period Notice may, but need not, be combined with the Buyer’s Title Notice. The failure of Buyer to timely deliver the Contingency Period Notice shall be deemed to constitute Buyer’s approval of the Property. In the event the Contingency Period Notice contains Buyer’s unequivocal election to disapprove the Property and cancel escrow, then the Deposit, including all accrued interest (less the costs of cancelling Escrow), shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement. Prior to the expiration of the Contingency Period Buyer may terminate this Agreement at any time for any reason at the sole discretion of Buyer;

(iii) **Title Insurance.** As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer as described in Section 6, above;

(iv) **Seller’s Representations.** All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(v) **Seller’s Obligations.** As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, and there shall have been no material adverse changes in the physical condition of the Properties since Buyer’s inspection; and

(iv) **Demolition Permits.** As of the Close of Escrow, provided that Buyer files a complete demolition permit application with Seller (or the applicable associated governmental body) no less than thirty (30) days prior to the scheduled date for the Close of Escrow, Seller (or its applicable affiliated entity or governmental body) shall have issued to Buyer all permits and approvals necessary or desirable for the demolition of all existing improvements presently located in, on or under the Property (collectively, “**Existing Improvements**”), including but not limited to the removal and disposal thereof, and any other associated post demolition grading and site work (such work being collectively, the “**Demo Work**”, and such permits and approvals being collectively, the “**Demo Permits**”).

7.2. **Failure of Buyer Condition.** Upon failure to satisfy any of the conditions stated herein which run in Buyer’s favor (provided Buyer has timely notified Seller of the failure of the condition), unless there is a written waiver of said condition by Buyer, the Deposit together with fee and cost monies transferred by Buyer to Escrow Holder as set forth under Section 3.1 herein shall be returned to Buyer, the parties shall be returned to their original position as existed prior to the execution hereof, and this Agreement shall be declared null and void and of no further force or effect, except as otherwise provided herein. Should Buyer waive any Buyer conditions in writing, this Agreement shall remain in force as if the condition had not been included herein.

7.3. **Seller Conditions.** The Close of Escrow and Seller’s obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or, where applicable, Seller’s waiver thereof) for Seller’s benefit on or prior to the dates

designated below for the satisfaction of such conditions (collectively, the “**Seller Conditions Precedent**”), or the Close of Escrow in absence of a specified date:

(i) Buyer’s Obligations. Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) Buyer’s Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow; and

(iii) Purchase Price. Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

7.4. Failure of Seller Condition. Upon failure to satisfy any of the conditions stated herein which run in Seller’s favor (provided Seller has timely notified Buyer of the failure of the condition and Buyer has failed to cure the same within five (5) business days with respect to the payment of any sum due hereunder, or within thirty (30) days thereafter with respect to all other obligations), unless there is a written waiver of said condition by Seller, the Deposit together with fee and cost monies transferred by Buyer to Escrow Holder as set forth under Section 3.1 herein shall be returned to Buyer, the parties shall be returned to their original position as existed prior to the execution hereof, and this Agreement shall be declared null and void and of no further force or effect, except as otherwise provided herein. Should Seller waive any Seller conditions in writing, this Agreement shall remain in force as if the condition had not been included herein.

8. Remedies for Breach.

(a) Buyer’s Breach. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED DUE TO BUYER’S DEFAULT WHICH CONTINUES FOLLOWING WRITTEN NOTICE FROM SELLER FOR MORE THAN FIVE (5) BUSINESS DAYS WITH RESPECT TO THE PAYMENT OF ANY SUM DUE HEREUNDER, OR FOR MORE THAN THIRTY (30) DAYS WITH RESPECT TO ALL OTHER OBLIGATIONS, THEN SELLER, AS SELLER’S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO RETAIN THE DEPOSIT AND ALL ACCRUED INTEREST THEREON, AND BUYER SHALL DELIVER TO SELLER ALL STUDIES, REPORTS, SOILS ANALYSIS AND SIMILAR DOCUMENTS REGARDING THE PROPERTY IN BUYER’S POSSESSION, WITHOUT COST TO SELLER, AS SELLER’S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE EXTREMELY IMPRACTICABLE AND DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER’S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO

CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT AFFECT BUYER'S RESTORATION OBLIGATIONS, OR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SELLER'S INITIALS

BUYER'S INITIALS

(b) Seller's Breach. If the transfer of the Property from Seller to Buyer does not close as a result of a default by Seller under this Agreement, Buyer shall be entitled only to elect one of the following remedies as Buyer's sole and exclusive remedy: (i) the return of the Deposit, (ii) an action for specific performance of this Agreement for the delivery of the Property, or (iii) any other remedy available to Buyer at law or equity.

9. Seller's Re-Purchase Option.

9.1 Exercise of Re-Purchase Option. In addition to any other rights and remedies available to Seller hereunder, in the event Buyer fails to enter into the Development Agreement described in Section 9.3, Seller shall be entitled, in its sole and absolute discretion exercised no earlier than the first day of the twenty-fourth (24th) month following the Close of Escrow and no later than the last day of the thirty-sixth (36th) month of the Close of Escrow (the "**Re-Purchase Option Period**"), to repurchase the Property at the Re-Purchase Price, with any of the then-current improvements thereon in their as-is where-is condition (the "**Re-Purchase Option**"), from Buyer pursuant to a Re-Purchase Agreement by delivering written notice to Buyer of Seller's exercise of such right at any time prior to the Re-Development Date, time being of the essence; provided that the Re-Purchase Option Period may be extended twice by 6th month increments if the City Manager determines the Parties have made substantial progress and are working in good faith to complete the Development Agreement described in Section 9.3; provided further that in the event an Environmental Impact Report ("EIR") is required for the Development Agreement the Re-Purchase Option Period shall be tolled from the period commencing at the filing of a Notice of Preparation until publication of the Final EIR. In order to be effective, exercise of the Re-Purchase Option shall be accompanied by the opening of escrow with Escrow Holder and Seller's deposit into escrow of the required deposit and independent consideration in connection therewith, time being of the essence. If validly exercised, the Parties shall enter into a Re-Purchase Agreement within thirty (30) days following Seller's exercise. In the event of Seller's exercise of the Re-Purchase Option for the failure to enter into a Development Agreement, Seller acknowledges that any plans, designs, schematics, or other materials related to the potential development of the Property or any portion thereof that are prepared by or at the direction of Buyer (or its affiliates) are Buyer's work product and owned by Buyer and may not be used by Seller or any third party with respect to the development of any other property or with respect to the Property without Buyer's consent.

9.2 Survival / Recording. This Section 9 shall survive the Closing and conveyance of title to the Property. In no event shall this Agreement or any memorandum hereof be recorded in Official Records without the prior written consent of both Buyer and Seller, which

consent may be withheld in either party's sole and absolute discretion; provided, however, that in the event Buyer desires to transfer title to a third party, Buyer shall first be required to provide Seller with a written assumption of Buyer's obligations under this Section 9 from such transferee.

9.3 Development Agreement. The Parties agree to use good faith efforts to enter into a Development Agreement as described in Recital C prior to the commencement of the Re-Purchase Option Period. In addition to the items described in Recital C, the Development Agreement also shall address Buyer's commitment to financially contribute or install public art on or in the vicinity of the Property to create or be part of a public art walk in an amount of no less than 0.5 percent of the construction cost of the development on the Property above and beyond any public art or in lieu public art contribution made by Buyer pursuant to Suisun City Municipal Code Section 13.14.030. All application fees, review fees, impact fees and other costs typically charged to developers by the City of Suisun in connection with the negotiation of development agreements, including but not limited to third-party planning and related processing review fees and costs (collectively, "**Development Fees**") shall be borne by Buyer in connection with the Development Agreement. Buyer acknowledges that while Seller is entering into this Agreement in its proprietary capacity, Seller retains full and complete discretion in its regulatory capacity as to whether to approve any Development Agreement or related development proposal on the Property. By execution of this Agreement, Seller is not committing itself to, or agreeing to, undertake approval of any particular project or Development Agreement. Any action taken by the Seller in the exercise of its reasonable and good faith discretion relating to any analysis of a project required by CEQA or on any application for a discretionary permit, approval, Development Agreement or agreement or approvals required to develop and construct a project shall not constitute a default or a breach of the terms of this Agreement by Seller.

10. Prorations.

10.1 Taxes. Property taxes shall be prorated at Close of Escrow, if applicable. Seller shall also be responsible for and pay at the Close of Escrow any outstanding penalties and or late fees as to property taxes and or assessments.

10.2 Other Expenses. All expenses for the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow based upon the latest available information.

11. Closing Costs. Buyer shall pay for the premium for the Title Policy. All escrow fees, recording fees, and all other costs of escrow or closing shall be divided equally between the parties at Close of Escrow.

12. Possession. Possession shall be delivered to Buyer on Close of Escrow. Notwithstanding the foregoing, prior to delivering possession Buyer and Seller shall enter into a maintenance and use agreement for the continued public parking on the Property or portions thereof, to be managed by Seller for a period from the date of possession to a date not beyond commencement of the Re-Purchase Option Period (the "Parking Agreement"). Such Parking Agreement also shall provide for continuing trash service provided in existing trash enclosure located on APN 0032-141-170, and shall otherwise be upon terms materially consistent with that certain Lease by and between the Suisun City Redevelopment Agency and Engell Brothers / FAD Engell Company dated December 2010 for a parking lot located at Solano County APN 0032-130-070 (the "Engell Parking Lease", a copy of which has been delivered to Seller and Buyer), except that rent thereunder shall be determined by the Parties to reasonably prorate rent based upon the number of parking spaces available as compared to the Engell Parking Lease and to reasonably offset City's maintenance and other parking lot expenses applicable to the Property.

13. Seller's Representations and Warranties. Seller hereby represents and warrants the following to Buyer for the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date (except that any representation which was made "as of the date of this Agreement" shall be true only as of the date of this Agreement) and shall survive the Closing and conveyance of title to the Property:

(a) Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller hereby represent and warrant that they have the power, right and authority to bind Seller.

(b) Action. All requisite action has been taken by Seller and all requisite consents have been, or shall be, obtained, in connection with the entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any other party is required except as specifically acknowledged by this Agreement.

(c) Binding. This Agreement is, and all agreements, instruments and documents to be executed by Seller pursuant to this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

(d) No Default. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument, or other obligation to which Seller is a party or by which Seller may be bound, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Seller or to the Property.

(e) Contracts. As of the Close of Escrow, Seller will not be a party to any service contracts, management agreements, or any leases, licenses or other occupancy agreements affecting the Property.

(f) Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against or relating to Seller or the Property, including, without limitation, any condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement

(g) Existing Improvements. As of the date of this Agreement and Close of Escrow, Seller has no actual knowledge of (i) any condition of the Property that would prohibit in whole or in part Buyer from demolishing the same upon holding the Demo Permits, and (ii) any other governmental permits or approvals, other than the Demo Permits, that are required for Buyer to demolish the Existing Improvements.

(h) Environmental Matters. To Seller's actual knowledge, as of the Effective Date and the Closing Date:

(i) Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other form or informal notice alleging that conditions on the Property are or have been in violation of any applicable law, rules, or regulation which would require remediation of Hazardous Materials (hereinafter defined) by a governmental authority in, on, under or from the Property (collectively, "**Environmental Laws**"), or informing Seller that the Property is subject to investigation in inquiry regarding Hazardous Materials on the Property or upon the parking lot improvements or the potential violation of any Environmental Laws;

(ii) There is no monitoring program required by the United States Environmental Protection Agency or any similar state agency concerning the Property or its improvements; and

(iii) Seller has disclosed to Buyer all material information, records, and studies maintained by Seller in connection with the Property and its improvements concerning Hazardous Materials.

For purposes of this Agreement, the term "**Hazardous Materials**" means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6901 et seq.), as amended ("**CERCLA**"), or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended ("**RCRA**"), or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead or electromagnetic waves.

14. Representations and Warranties of Buyer. Buyer hereby represents and warrants the following to Seller for the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and as of the Closing Date and shall survive the Close of Escrow and conveyance of title to the Property hereunder:

(a) Buyer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby, and that the individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the power, right and authority to bind Buyer.

(b) All requisite action has been taken by Buyer and all requisite consents have been obtained in connection with the entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any other party is required.

(c) This Agreement is, and all agreements, instruments and documents to be executed by Buyer pursuant to this Agreement shall be duly executed by and are, or shall be, valid and legally binding upon Buyer and enforceable in accordance with their respective terms.

(d) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in a breach of or constitute a default under any agreement, document, instrument or any other obligation to which Buyer is a party or to which Buyer may be bound or affected, or under any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to Buyer or to the Property.

15. Seller's Deliveries. At least two (2) business days prior to the Closing Date, Seller shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate, and such other items as follows:

(a) The Grant Deed conveying title to the Property;

(b) A bill of sale in the form attached hereto as Exhibit C (the "**Bill of Sale**");

(c) A Parking Agreement in form and substance mutually agreed between the parties, each acting in good faith;

(d) Such funds as may be necessary to comply with Seller's obligation hereunder regarding prorations, costs, expenses, and removal of liens or encumbrances, and payment of taxes and assessments (unless otherwise paid by Buyer under the terms of this Agreement); and

(c) Such other documents as may be reasonably requested by Escrow Holder or the Title Company.

16. Buyer's Deliveries. At least two (2) business days prior to the Closing Date, Buyer shall deliver to Escrow Holder the following documents, fully executed and acknowledged where appropriate, and such other funds and items as follows:

- (a) A Preliminary Change of Ownership Statement in form required to enable the Closing in Solano County;
- (b) A Parking Agreement in form and substance mutually agreed between the parties, each acting in good faith;
- (c) Deliver the balance of the proceeds due to close the Escrow; and
- (d) Such other documents as may be reasonably requested by Escrow Holder or Title Company.

17. Escrow Holder's Actions. At the Close of Escrow, subject to Escrow Holder having received the documents and monies required to be deposited into Escrow pursuant to this Agreement and Escrow having received no written notice by a party that a condition precedent to its obligation to close has not been satisfied, Escrow Holder shall be instructed by the parties hereto to do each of the following:

- (a) Duly record the Grant Deed in the Official Records and arrange for the delivery to the parties conformed copies thereof as soon as available.
- (b) Cause the Title Company to deliver the Title Policy to Buyer.

18. Time. Time is of the essence of this Agreement.

19. Real Estate Brokerage. Buyer and Seller each represent and warrant that they have not dealt with any salesman, broker, or finder with respect to this transaction. Buyer and Seller represent and warrant that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transactions contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other with respect to such representation and warranty.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be deemed received (i) if hand delivered, then upon personal delivery to the party to whom the notice is directed, (ii) if sent by reputable overnight delivery service for next business day delivery and fee prepaid, then one (1) business day after delivery to the delivery service, (iii) if sent by facsimile or by e-mail, then the same business day if sent prior to 5:00 pm California time (or the next business day if sent after 5:00 pm California time), and provided that there has been no indication of failure of transmission (provided that, unless receipt has been confirmed, a confirmation copy of any such notice sent by e-mail shall also be sent by another method of delivery permitted pursuant to this Section 20), and (iv) if sent by mail, then three (3) business days following its deposit in the United States mail, postage prepaid, addressed to the applicable party as set forth below.

To Seller: Successor Agency to the Suisun City Redevelopment Agency
 701 Civic Center Blvd.
 Suisun City, CA 94585
 Attn: Executive Director

To Buyer: California Forever
 1750 Prairie City Road, Suite 130 #782
 Folsom, CA 95630
 Attn: Land Management

With a copy to:

Custer Melnyk LLP
 81 Broadway St, Suite 201-070
 Asheville, NC 28801
 Attn: Richard W. Melnyk, Esq.

21. Attorneys' Fees. If either party hereto prevails against the other in litigation concerning any part of this Agreement, such successful party shall be entitled to its reasonable attorney's fees, including investigation and costs of discovery, and costs connected with such action in addition to all other recovery or relief.

22. Indemnity and Hold Harmless. To the fullest extent permitted by law, and excluding Claims (hereinafter defined) arising from Seller's gross negligence or willful misconduct, Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise directly from this Agreement, or, should Buyer close on the Property, Buyer's purchase of the Property generally, including but not limited to any alleged failure to act as required by law (collectively, "Claims"). This indemnification shall include, but not be limited to, damages awarded against the Seller, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding, whether incurred by Buyer, Seller, and/or the parties initiating or bringing such proceeding (if so awarded to a third party by a court of competent jurisdiction). Buyer shall indemnify the Seller for all of Seller's reasonable costs, attorneys' fees, and damages which Seller incurs in enforcing the indemnification provisions set forth in this condition. Buyer shall pay to the Seller upon demand or, as applicable, to counsel of Seller's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. The provisions of this Section shall survive the termination of this Agreement and extend twelve (12) months following the Closing Date.

22. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, representations and memoranda. No other representations, warranties or covenants have been made, relied upon or survive the execution of this agreement. The invalidity of any one of the covenants, agreements, conditions or provisions of this agreement or any portion thereof shall not affect the remaining portions hereof, and this agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein. All modifications hereof shall be in writing signed by both Buyer and Seller.

23. Further Assurances. Seller and Buyer agree that at any time or from time to time after the execution of this Agreement and whether before or after the Close of Escrow they shall, upon request of each other, execute and deliver such further documents and do such further acts and things as are necessary in order to fully effect the purpose of this Agreement.

24. Survival. Except as may be otherwise specified herein, any representations or warranties made in this Agreement and any exhibit or amendment hereto shall survive the Close of Escrow.

25. Successors. The terms, covenants and conditions of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

26. Assignment. Seller may assign its rights hereunder so long as it covenants to remain responsible for the full performance hereof through the expiration of the Re-Purchase Option Period. Buyer may assign this Agreement and its rights and obligations hereunder (and under all of the documents and agreements to be executed at Closing hereunder (the “**Collateral Documents**”) with notice to Seller, but without obtaining Seller’s prior written consent, so long as the assignment is to a corporation, partnership or limited liability company which (i) is controlled and substantially owned by Buyer, is under common ownership with Buyer, or is otherwise an affiliate of Buyer, or (ii) results from the merger or consolidation with Buyer. In the event of an assignment of this Agreement by Buyer in accordance with the terms of this Paragraph, the assignor shall be released from any further liability hereunder which arises from and after the date of assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. Except as expressly set forth hereinabove Buyer shall have no right to assign or otherwise transfer its right and interest under this Agreement or in the Property through the expiration of the Re-Purchase Option Period without Seller’s prior written consent.

27. Governing Law. This agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed as determined according to such law.

28. Condemnation. In the event that, prior to the Close of Escrow, a governmental entity shall commence any action of eminent domain to take any portion or all of the Property, the Buyer, at Buyer's sole and absolute discretion, shall be entitled to terminate and cancel this Agreement in which this Agreement shall be null and void and the Deposit along with any other funds deposited or transferred by Buyer to Escrow Holder shall be immediately returned to Buyer.

29. Meaning of Certain Words. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.

30. Headings and Labels. All article and paragraph titles or captions are for convenience only and shall not be deemed a part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

32. Exclusivity. Except as otherwise expressly provided below, commencing on the Effective Date and continuing until Closing or termination of this Agreement, Seller shall not offer the Property or any interest therein for sale or lease to any other party, or negotiate, solicit, or entertain any offers to sell or lease the Property. Seller may issue on or more short term (i.e. daily, weekly or monthly) licenses authorizing use of all or a portion of the Property, including for parking purposes, provided the term of such license(s) shall not extend beyond the Closing.

33. Amendment. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement. The City Manager shall be authorized to execute all amendments that do not alter Purchase Price.

(Signatures to Follow)

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date above.

EFFECTIVE DATE: _____, 2026

BUYER:

CF Suisun 2 LLC

By: Jan Sramek_____
Its: Manager_____

SELLER:

The City of Suisun City

By: _____
Its: _____

ATTEST:

By: _____
Its: City Clerk

COUNTERSIGNED:

By: _____
Its: City Auditor

APPROVED AS TO FORM:

By: _____
Its: City Attorney

EXHIBIT “A”

Property Description

Parcel 1

Parcel 3, as shown on the Parcel map of Suisun City Redevelopment Project, filed October 27, 2006, in Book 48 of Parcel Maps, Page 18, Solano County Records.

APN: 0032-141-170

Parcel 2

Parcel 2, as shown on the Parcel map of Suisun City Redevelopment Project, filed October 27, 2006, in Book 48 of Parcel Maps, Page 18, Solano County Records.

APN: 0032-141-180

EXHIBIT "B"**Grant Deed Form****RECORDING REQUESTED BY:**

Placer Title Company
 1300 Oliver Rd., Suite 120
 Fairfield, CA 94534

**WHEN RECORDED MAIL
DOCUMENT AND TAX
STATEMENTS TO:**

CF Suisun 2 LLC
 c/o California Forever
 1750 Prairie City Rd, Suite 130 #782
 Folsom, CA 95630
 Attn: Land Management

ESCROW: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is
 \$ _____

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ unincorporated area of Solano County
☒ city of Suisun City

AND

FOR VALUABLE CONSIDERATION, receipt of which is hereby
 acknowledged, _____ ("Grantor") hereby GRANT(s) to
 _____ ("Grantee"), the following described real property
 in the City of Suisun City, County of Solano, State of California:

**THAT CERTAIN REAL PROPERTY DESCRIBED IN EXHIBIT "A"
 ATTACHED HERETO AND MADE A PART HEREOF (the "Property").**

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Effective as of this _____ day of _____, 2026.

GRANTOR:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
 COUNTY OF _____) **ss**

On _____ before me, _____,
 a Notary Public, personally appeared _____
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
 is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

EXHIBIT "A" TO GRANT DEED

Legal Description

Exhibit “C”**Bill of Sale Form****BILL OF SALE AND GENERAL ASSIGNMENT**

This **BILL OF SALE AND GENERAL ASSIGNMENT** (“Assignment”) is made and entered into as of the ____ day of _____, 202__ (the “Effective Date”), by and between _____ (collectively, “Assignor”) and _____ (“Assignee”).

R E C I T A L S:

A. Assignor and Assignee entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions dated _____, 2026 (collectively with Addendum #1 of even date therewith, the “Agreement”) with respect to the sale of the “Property” described therein.

B. Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to all fixtures, permanently installed equipment, personal property located on at or under the Property, as well as all other rights and privileges associated with the Property, however arising, and Assignee desires to accept such assignment (such assigned property being collectively, the “Assigned Property”).

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Assigned Property.
2. From and after the Effective Date, Assignee hereby accepts the above assignment and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor regarding the Assigned Property and which arise from and after the Effective Date.
3. From and after the Effective Date, Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the “Losses”) brought by a third party and asserted against Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Assigned Property and related to the period on or after the Effective Date. Assignor agrees to indemnify Assignee and hold Assignee harmless from and against any and all Losses brought by a third party and asserted against Assignee by reason of or arising out of any failure by Assignor to perform or observe the obligations, covenants, terms and conditions under the Assigned Property and related to the period prior to the Effective Date.

4. As a material part of the consideration for this sale, Assignor and Assignee agree that Assignee is taking the Assigned Property “AS IS” and that there are no representations, disclosures, or express or implied warranties except those contained in the Agreement and this Assignment. Assignee has not relied on any information other than Assignee’s inspection and the representations and warranties expressly contained in the Agreement and this Assignment.

5. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

6. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

[signatures appear on the following page]

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

“Assignor”

[SELLER]

[Name/Title]

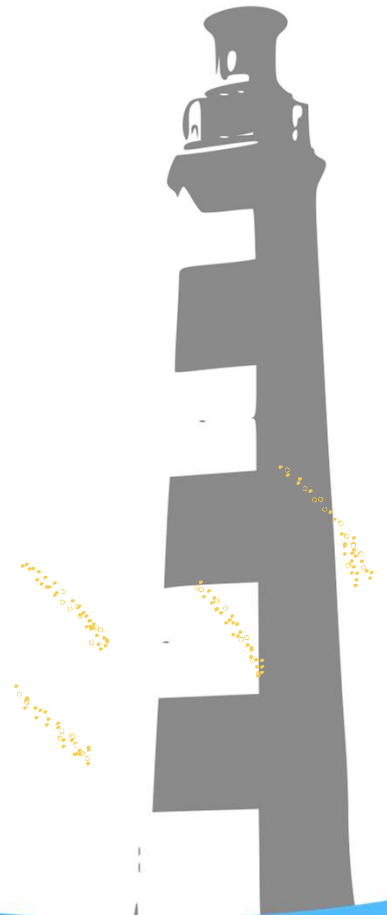
“Assignee”

[BUYER]

[Name/Title]

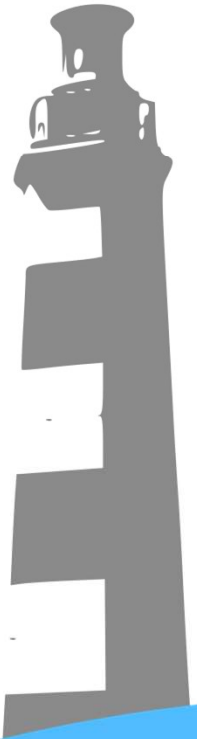
Purchase and Sale Agreements Infill

City Council | May 26, 2026

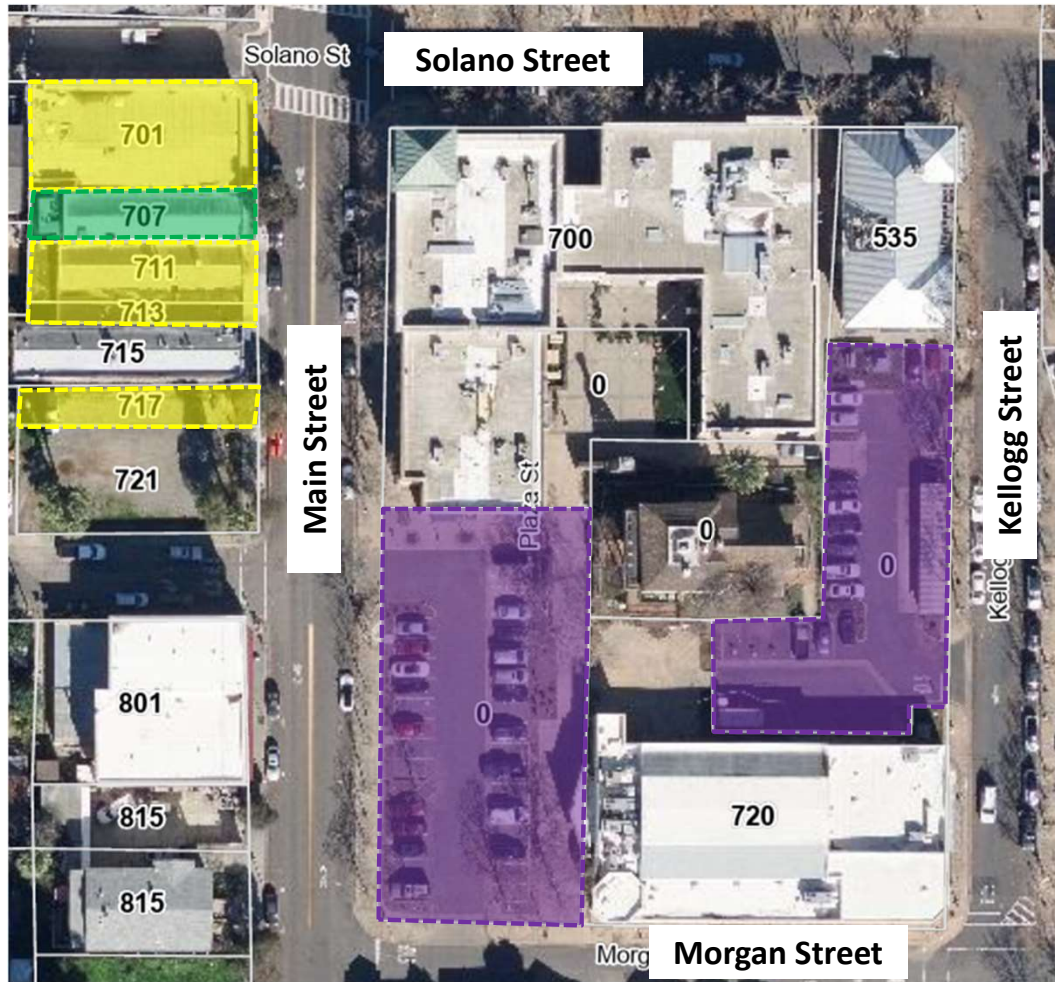


REQUEST

- Successor Agency Adoption of Resolution No. SA 2026-____: Approving a Purchase and Sale Agreement of Real Property Between the Successor Agency to the Redevelopment Agency of the City of Suisun City and CF Suisun 1 LLC, a Delaware limited liability company, for properties located at 701 Main Street (APN: 0032-130-010), 711 Main Street (APN: 0032-130-030), 713 Main Street (APN: 0032-130-040), and 717 Main Street (APN: 0032-130-060), and determining that the action is exempt from the California Environmental Quality Act (CEQA).
- Housing Authority Adoption of Resolution No. HA 2026-____: Approving a Purchase and Sale Agreement of Real Property Between the Housing Authority of the City of Suisun City and CF Suisun 1 LLC, a Delaware limited liability company, for property located at 707 Main Street (APN: 0032-130-020), and determining that the action is exempt from the California Environmental Quality Act (CEQA).
- Council Adoption of Resolution No. 2026-____: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and CF Suisun 2 LLC, a Delaware limited liability company, for properties located at APN: 0032-141-170, and APN: 0032-141-180, located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street, and determining that the action is exempt from the California Environmental Quality Act (CEQA).



LOCATION



Buyer: CF Suisun 1 LLC



PSA 1: Successor Agency

- 701 Main St.
- 711 Main St.
- 713 Main St.
- 717 Main St.



PSA 2: Housing Authority

- 707 Main Street

Buyer: CF Suisun 2 LLC

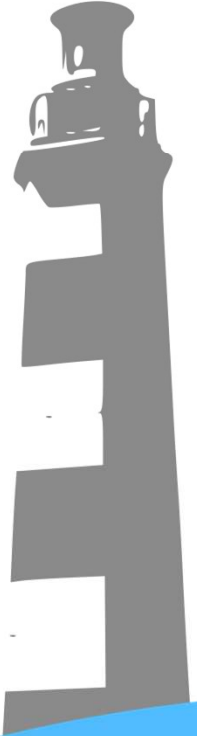


PSA 3: City

- APN 0032-141-170
- APN 0032-141-180

BACKGROUND

- 1979 General Plan calls for preparation of a Waterfront District Specific Plan for revitalization efforts
- 1983 Waterfront District Specific Plan first adopted, with updates in 1999 and 2016
- 2024 Kosmont hired to prepare Economic Development & Implementation Plan
 - Includes recommendation, among other things, to sell government-owned surplus properties
- Early 2025 Planning/Commission adopt 5-year Economic Strategic Plan, which includes several goals supporting revitalization of downtown
- May 2025 City staff, with support from Kosmont, begin a program of disposing of surplus lands
- Mid 2025 to early 2026, City Council, Housing Authority, and Successor Agency deems multiple properties as “surplus” through the Surplus Land Act

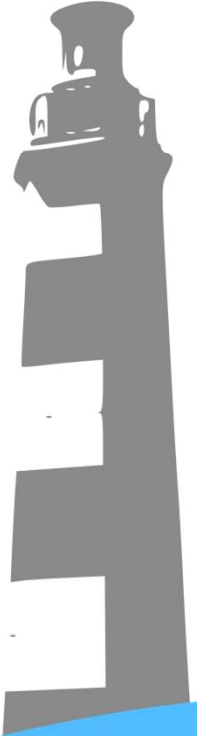


SUMMARY OF TRANSACTIONS

Purchase and Sale Agreement (PSA)	Purchase Price	Demolition Credit	Final Purchase Price (Purchase Price – Demolition Credit)	Notes
PSA 1 (Attachment 5 of Staff Report) • 701, 711, 713, & 717 Main Street • Seller: Successor Agency • Buyer: CF Suisun 1 LLC • Escrow Close: Following Oversight Board and State Dept. of Finance consideration	\$174,500 Deposit: \$10,000	\$59,500	\$115,000	Approx. 10% of proceeds retained for City General Fund. Remaining proceeds flow through the State Department of Finance
PSA 2 (Attachment 6 of Staff Report) • 707 Main Street • Seller: Housing Authority • Buter: CF Suisun 1 LLC • Escrow Close: Aug. 2026	\$37,000 Deposit: \$5,000	\$16,650	\$20,350	Proceeds retained for Housing Authority
PSA 3 (Attachment 7 of Staff Report) • APNs: 0031-141-170 & -180 • Seller: City of Suisun • Buyer: CF Suisun 2 LLC • Escrow Close: Aug. 2026	\$1,005,000 Deposit: \$50,000	\$0	\$1,005,000	Proceeds retained for General Fund
TOTAL	\$1,216,500	\$76,150	\$1,140,350	Of the \$1,140,350, approximately \$1,016,500 is expected to be retained for the City's General Fund, and \$20,350 for the Housing Authority.

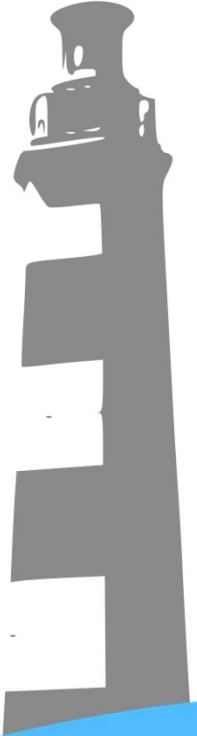
KEY TERMS

- Development Agreement within 24 months of closing
 - Preparation of DA through public process (i.e. no deal points negotiated through Closed Session)
- Right to repurchase properties if buyer does not perform on the timelines to enter into a DA
 - Must repurchase within one year of the 24-month timeline at a predetermined price that includes 3% simple interest commencing on the close of escrow until the repurchase occurs
- Other standard terms include:
 - Title review, inspection periods, representation and warranties, conditions to close, and indemnities
- Successor Agency and Housing Authority parcels include a demolition credit (i.e. discount) to account for a portion of anticipated demolition costs and site preparation
- City-owned parcels do not include demolition credit and reflects a price due to the good condition and premium location
- City-owned parcels (existing parking lots) requires buyer and City enter into a lease for City to control and manage continued public parking until the repurchase option period, along with existing trash enclosure to remain operational



INFORMATIONAL ITEMS

- Future development not yet known, but mixed-use (ground-floor non-residential and above ground residential) is anticipated, along with parking
- Properties are currently zoned Downtown Mixed Use (DMU) and Main Street Mixed Use (MSMU), with height limits ranging between 50 and 60 feet
- If approved, Development Agreement negotiations will include a public process for input (i.e. no terms will be negotiated in closed session)
- Development Agreement would include:
 - Performance timing for the City and buyer(s)
 - Community benefits (i.e. additional benefits beyond what is typically required from the Code)



RECOMMENDATION

- Staff recommends...
 - Successor Agency to the Redevelopment Agency adopts a resolution approving the Purchase and Sale Agreement of real property (701, 711, 713, and 717 Main Street) between the Successor Agency and CF Suisun 1 LLC, a Delaware limited liability company;
 - Housing Authority adopts a resolution approving the Purchase and Sale Agreement of real property (707 Main Street) between the Housing Authority and CF Suisun 1 LLC, a Delaware limited liability company; and
 - City Council adopts a resolution approving a Purchase and Sale Agreement of real property APN: 0032-141-170, and APN: 0032-141-180 located south of Solano Street, north of Morgan Street, between Main Street and Kellogg Street between the City of Suisun City and CF Suisun 2 LLC, a Delaware limited liability company.

